RETAKE

RETAKE

that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

16. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, based on this Agreement, the party filing for said proceeding shall pay all court costs

The party filing for said proceeding shall pay all court costs

The party filing for said proceeding shall pay all court costs

The event that litigation is necessary to enforce any of the provisions of this Agreement, each party reserves the right to

- seek attorneys fees from the other. A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.
- B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the
- C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in

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BOOK 33 PAGE 16

the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

- D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to be represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.
- E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.
- F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.
- G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.
- H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties

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DAR

J&R

ELLEN L. MULLOY : In the

Plaintiff : Circuit Court

vs : for

EUGENE A. MULLOY : Carroll County

Defendant : Case No. CV 5083

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 18²² day of Fernuary,
Nineteen Hundred and Eighty-eight, that the above-named Plaintiff,
Ellen L. Mulloy, be and she is hereby granted an Absolute Divorce
from the Defendant, Eugene A. Mulloy; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Ruse K. Burno.

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BOOK 33 PAGE 20

BARBARA ANN CORNETT * IN THE

Plaintiff * CIRCUIT COURT

vs. * FOR

CHARLES WILLIAM CORNETT * CARROLL COUNTY

Defendant * Case No. CV3060

JUDGMENT OF DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings having been read and considered by this Court .

ORDERED, that the terms of the Agreement reached between the parties and read into the record on January 28, 1988 be, and they are hereby incorporated into this Judgment of Divorce, namely:

- 1. That Defendant shall pay to Plaintiff the sum of Fifteen Thousand Dollars (\$15,000.00), Five Thousand (\$5,000.00) to be paid by February 5, 1988, and the balance to be paid on or before March 31, 1988.
- 2. That Plaintiff shall move out of the premises at 675

 Cornett Road, Sykesville, Maryland (the marital home) on or before

 February 15, 1988, and shall occupy the premises currently being

 rented by Defendant. Defendant shall pay the rent on these premises

 for the month of February, 1988. Thereafter, Plaintiff shall be

 responsible for the rent on those premises for any time that she

 occupies those premises.

Tild February 19 1987

SAMSUDIN MOLEDINA :

Plaintiff : CIRCUIT COURT

vs. : FOR

ZEINAB MOLEDINA : CARROLL COUNTY

Defendant : CASE NO. CV 4651

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 19¹¹ day of February, 1988, by the Plaintiff, SAMSUDIN MOLEDINA, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, ZEINAB MOLEDINA; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Ruke K. Bumo.

IN THE

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BOOK 33 PAGE 36

JACOB G. LOWE, JR. : IN THE

Plaintiff : CIRCUIT COURT

vs. : FOR

WENDY B. LOWE : CARROLL COUNTY

Defendant

JUDGMENT OF DIVORCE

This matter standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this /9 day of November,

1988, that the Plaintiff, JACOB G. LOWE, JR., be and he is
hereby ABSOLUTELY DIVORCED from his wife, the Defendant, WENDY

B. LOWE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 13, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, WENDY ELLEN BARE; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding.

Lule K. Burns JUDGE

CASE NO. CV4683

Ald February 19 1988

hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

BOOK 33 PAGE 40

4. PERSONAL PROPERTY

- A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.
- B. The 1982 Subaru 4-wheel drive station wagon which is presently in Wife's possession and titled in Wife's name shall be the sole and exclusive property of Wife, free and clear of any interest of Husband. The 1983 Toyota pickup truck which is presently in Husband's possession and titled in the joint names of the parties shall be the sole and exclusive property of Husband, free and clear of any interest of Wife. Within thirty (30) days of the date of this Agreement, Wife shall sign any documents or papers which may be reasonably necessary to effect a transfer of title. Wife shall, at the same time, sign a gift certification form provided by the Motor Vehicle Administration.
- C. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual

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by an amount equal to one-half (1/2) of any and all amounts he pays toward the Lot and Fees. If additional mortgage payments and fees are required after the time Husband's lump-sum payment to Wife under Paragraph 6 is due, then Husband may calculate the total amount still remaining and shall reduce his lump-sum payment by an amount equal to one-half (1/2) the remaining amounts due towards the Lot and the Fees. In the event the parties shall not resume their payments toward the Lot and Fees, then they shall each remain equally responsible for the Lot. If the Lot is sold for failure to pay the mortgage payments or the Fees, or any other reason, the parties shall divide equally any sums to which they are entitled from the sale. The parties shall also be equally responsible and shall each pay one-half (1/2) of any amounts due with regard to the Lot and the Fees and each shall hold the other harmless and indemnify the other from the one-half (1/2) of such expenses which he or she is obligated - to pay.

9. DEBTS

Wife shall assume all responsibility for the joint credit line account at First National Bank [Account No. 078-2082-5] having a present balance of approximately \$1,200.00. Husband shall assume all responsibility for the joint account at Chrysler First Financial [Account No. 70498430] having a present balance of approximately \$641.00. Wife agrees to reimburse Husband the aforesaid sum of \$641.00 on or before May 1, 1987. Each party shall hold and save the other harmless, and indemnify

BOOK 33 PAGE 48

the other, from the expenses for which he or she has agreed to assume responsibility. Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

10. INCOME TAX RETURNS

The parties agree to file joint Federal and State income tax returns for the 1986 calendar year. The parties further agree to divide equally any tax refunds and/or to each pay one-half (1/2) of any taxes due.

11. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of

action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

12. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

13. COUNSEL FEES; COURT COSTS

Each party shall be responsible for one-half (1/2) of the cost of preparing this Agreement. Each party shall also be responsible for one-half (1/2) of the attorney's fees incurred in obtaining an uncontested divorce on voluntary separation grounds. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

14. ACKNOWLEDGEMENT OF HUSBAND'S COUNSEL

Wife hereby acknowledges that she is aware that Keith D. Saylor, Esquire, prepared this Agreement as counsel for Husband alone, and that said attorney has not and does not

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represent her and that he has made no representation to her other than by these presents advising her that she should have independent counsel of her own choosing and that Keith D. Saylor, Esquire, is counsel for Husband alone.

15. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

16. MISCELLANEOUS

- A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.
- B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Bukara & hi bush Wendy B. LOWE (SEAL)

WENDY B. LOWE

JACOB G. LOWE, JR. (SEAL)

STATE OF MARYLAND) COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 13th day of ________, 1987, the above-named WENDY B. LOWE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Backera L'Si Grath

My Commission Expires: 7/9/90

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800K 33 PAGE 52

STATE OF MARYLAND) TO WIT: COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 13dd day of Tetrusty, 1987, the above-named JACOB G. LOWE, JR., personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7-1-90

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November 1987 the Husband shall have the right to claim all mortgage interest and real estate taxes as his deductions on his federal and state income tax returns."

SECOND: Paragraph 6. of the Agreement is hereby amended to read as follows:

"The 1986 Renault Alliance DL automolbile shall be the property of the Wife. From July 31, 1985 until June 30, 1988, the Husband agrees to pay directly to the Wife the sum of Two Hundred Fifty (\$250.00) Dollars per month to be applied to the automobile loan on said vehicle."

Paragraph 8. of the Agreement is hereby THIRD: amended to read as follows:

"It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, the Wife releases and discharges the Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and the Husband releases and discharges the Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent."

Paragraph 9. of the Agreement is hereby amended to read as follows:

"The Husband shall pay to the Wife, for her support, the fixed and unchangeable sum of Six Thousand (\$6,000.00) Dollars per year, beginning December 1, 1987, payable in equal monthly installments of Five Hundred (\$500.00) Dollars on the

800K 33 PAGE . 64

monies available in that fund. The Husband's Investment Plan shall terminate in November 1987 and any remaining monies in said account at that time shall be divided equally between the Husband and the Wife."

SIXTH: Paragraph 17. of the Agreement is hereby amended to read as follows:

"The parties hereby acknowledge that they have entered into this Agreement of their own accord; that they have been duly apprised of their legal rights to obtain independent advice from counsel of their own selection, but that both parties to this Agreement have requested Kenneth Holniker, Attorney, to prepare this Agreement and that they both signed the same freely and voluntarily. Further, that both parties have been advised to consult with their tax advisor or certified public accountant regarding their individual tax obligations as a result of this Agreement.

SEVENTH: In all other respects, the Voluntary Separation and Property Settlement Agreement shall continue in full force and effect without any amendment thereto.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written. WITNESS:

- Y Collins Joan K. Hart

JOAN K. HART

LAVERNE F. HART

(SEAL)

Defendant shall be subject to earnings withholding;

- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

TT IS FURTHER ORDERED, that the parties will retain the personal property now in their possession and that the Plaintiff will execute a Deed conveying all of her right, title and interests in and to a certain unimproved parcel of land containing 1 acre and situate on Back Woods Road in Manchester (6th) Election District, Carroll County, Maryland (Deed reference 683/206) and in consideration therefor the Defendant will pay unto the Plaintiff the sum of Six Thousand Five Hundred Dollars (\$6,500.00), said Deed to be executed and said money to be paid within six (6) months from the date of this hearing; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Lule K. Bums, J. JUDGE

8984 33 PAGE 70

RITA MAY RILEY

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

LUNNY RAY RILEY, JR.

CARROLL COUNTY
CASE NO. CV4909

Defendant

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

JUDGMENT OF DIVORCE

WHEREUPON IT IS ORDERED, this /9 day of February, 1988, that the Plaintiff, RITA MAY RILEY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, LUNNY RAY RILEY, JR.; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, LORI ANN RILEY (born July 19, 1977) and MARY ELIZABETH RILEY (born July 10, 1981) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Five Hundred Fifty-Eight Dollars (\$558.00) per month as child support or such additional sums as may from time to time be permitted pursuant to the Defendant's total disability award and the regulations of the Social Security Administration, all of which is subject to the further Order of this

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MEDICAL EXPENSES FOR WIFE

(6) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

(7) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(8) The 1975 Plymouth Scamp automobile presently titled in both names shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and she may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. Husband agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Wife's name alone.

The 1968 GTO automobile presently titled in both names shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone.

The 1986 Ford Ranger presently titled in both names shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem BOOK 33 PAGE . 76

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appropriate. Wife agrees to execute such documents as may be necessary or proper for the issuance of a new Certificate of Title for said automobile in Husband's name alone. The said motor vehicle is subject to a lien of Ford Motor Credit Corp., and the Husband agrees to assume responsibility for the payment of said debt and to indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligation.

REAL ESTATE

(9) The parties own, as tenants by the entireties, the real property and improvements known as 509 Old Manchester Road, Westminster, Carroll County, MD 21157. The parties agree that, in and for consideration of the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) Wife shall convey unto Husband all of her right title, and interest in and to the said Home. Said conveyance shall occur within six months after the execution of this Agreement, and Husband shall bear all costs of transfer.

From and after the date of said transfer, Husband shall assume full responsibility for the payment of all debts relating to said property, including, but not limited to the mortgage held by CitiCorp., the real property taxes, and homeowners' insurance, and he shall indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligations.

In the event Husband is unwilling or unable to consummate this purchase within the time specified, Wife shall have the option to purchase Husband's interest in the Home at the same purchase price as above. If Wife exercises this option, settlement shall occur within three months after Husband gives Wife notice of his intention not to purchase the Home from Wife, and Wife shall bear all costs of transfer.

If the event Wife is unwilling or unable to consummate this purchase within the time specified, the parties shall place the Home for sale with a licensed broker to be agreed upon by the parties. All proceeds of sale shall be divided equally between the parties after payment of the outstanding mortgage balance and costs of transfer.

In the interim, from the date of this Agreement until the date the Home is transferred, either to Husband or to Wife or to a third party, Husband shall collect all rents due on the property and shall apply those rents toward the monthly mortgage payment. Any excess mortgage payments shall be paid by Husband and he shall receive a credit at settlement on the Home for one-half of the payments made by him in excess of the rents received and applied as aforesaid:

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CHECKING ACCOUNTS, SAVINGS ACCOUNTS, SAVINGS BONDS, CERTIFICATES OF DEPOSIT, STOCKS, AND OTHER MONETARY ASSETS

(10) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(11) The parties are indebted to Husband's grandparents, John Lee and Lucy Green, in the amount of THREE THOUSAND DOLLARS (\$3,000.00). Husband shall assume full responsibility for the payment of this debt and he shall indemnify and hold Wife harmless therefor. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

INCOME TAX RETURNS

(12) The parties agree to file joint income tax returns for the current year and every year thereafter in which they are entitled to do so. The parties shall share equally the expense of preparing such returns and they shall also share equally all refunds payable to them from said returns.

WAIVER OF RIGHTS

(13) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except

BOOK 33 PAGE . 78

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for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(14) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(15) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

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considerations, the receipt whereof is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

REPRESENTATION BY COUNSEL

In order to be fully advised and informed in connection with negotiations for and the preparation of this agreement, the Husband is represented by the Law Office of CHARLES A. CARLTON, Mt. Airy, Maryland, and the Wife, at this time is unrepresented, but she acknowledges that she has the right to consult with an attorney and acknowledges that by signing this agreement she agrees with all the facts and statements contained therein and believes the agreement to be fair to both parties.

The parties further expressly agree that they have been advised and that they agree that the real property shall not be subject to the "Family Use" provisions of the ANNOTATED CODE OF MARYLAND, Courts and Judicial Proceedings, Volume, Section 3-6A-01 thru 3-6A-08.

TAKE NOTICE

TO CYNTHIA L. KING

This agreement has been prepared under the supervision of Charles A. Carlton, an attorney admitted to practices under the Laws of the State of Maryland, pursuant to representations and instructions of Kevin L. King.

It appearing that at the time of the preparation of this agreement, you are not represented by counsel, counsel preparing this agreement suggests that you retain the services BOOK 33 PALE 84

of an attorney of your own choosing and that by signing this agreement, you waive and be forever foreclosed to certain rights which you may have in property acquired during the marriage, and support and maintenance (alimony) regardless of the fault, if any, forming the basis of the separation.

I HAVE READ THE FOREGOING NOTICE AND HEREBY EXPRESSLY WAIVE THE ASSISTANCE OF COUNSEL.

Cythia & Ling

MUTUAL & VOLUNTARY SEPARATION

The parties have mutually and voluntarily ceased living together as Husband and Wife with the intent to terminate the marriage.

Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable. Each shall be at liberty to act and do as he or she sees fit, and to conduct his or her personal and social life as freely and fully as if he or she were sole and unmarried.

Neither party will molest or interfere with the other party in any manner or at any time, nor will either party compel or attempt to compel the other party to cohabit or dwell with him or her.



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approval and shall be incorporated into the decree of divorce and shall be enforceable as a part thereof.

SEVERABILTY

In the event any provision of this agreement shall be declared null and void by the judgment or decree of any Court, it shall not affect the validity and enforceability of all other provisions of this agreement.

MODIFICATION AND WAIVER

No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

BINDING EFFECT

The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities, and that each believes the agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

BOOK 33 PAGE . 90

FURTHER ASSURANCES

Each party shall, at all times and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or understandings other than those expressly set forth herein. The agreement shall be interpreted under the Laws of the State of Maryland, except as it may relate to character of the title in real property.

SIGNATURES AND AFFIDAVITS

AS WITNESS the hands and seals of each of the said parties duly witnessed.

WITNESS?
WITNESS

KEVIN L. KING (SEAL)
CYNTHIA L. KING

AFFIDAVIT

I HEREBY DECLARE AND AFFIRM under the penalties of perjury that the contents of the foregoing Property Settlement

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GEORGE COWARD

vs.

IN THE CIRCUIT COURT

Plaintiff

FOR CARROLL COUNTY

BARBARA JEANNE COWARD

Defendant

* Case No. CV4579

STIPULATION

This matter having been discussed and agreed upon by the parties, it is this 30th day of July , 1987, stipulated as follows:

- That the parties waive any claim for alimony against each other.
- 2. That the Plaintiff and Defendant shall have the joint care, custody and control of the minor children of the parties, namely, BRENT ORION COWARD, born July 22, 1975, and JASON MAJOR COWARD, born April 3, 1977. Visitation shall be agreed upon between the parties.
- 3. That the Plaintiff shall pay unto the Defendant the sum of Two Hundred Dollars (\$200.00) per month for child support.
- 4. That all personal property, including automobiles, which was in the possession of the respective parties shall be their own personal property, at this time and forever.
- 5. That the Plaintiff shall sign over to the Defendant the real property known as 911 Caren Drive, Sykesville, Maryland 21784, and its contents upon the signing

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of the Decree for divorce.

6. That the Defendant shall be entitled to claim the minor children of the parties as a deduction on her income tax returns.

GEORGE COWARD

DANIEL J. (EARNSHAW Attorney for Plaintiff

BARBARA JEANNE COWARD

Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 28, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the costs of the Master's fee be divided equally between the parties.

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of _, 1987, by and between CRAIG RICHARD CHADDON, hereinafter called "Husband," and JOANNE LARSON CHADDON, hereinafter called "Wife."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 26, 1965, in Overlead, Maryland. Two children were born to them as a result of their marriage, namely, Tatia Ann Chaddon, born July 10, 1966 and Todd Andrew Chaddon, born November 5, 1966 and Todd Andrew Chaddon, born November 5, 1968, and both children are emancipated. Differences have arisen between the parties and they are now and have been since October 18, 1985, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of alimony and support, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

(Rev. 9-24-87)

part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rule K. Bury JUDGE

800K 33 PAUE 138

SEPARATION AGREEMENT

THIS AGREEMENT, made this <u>21st</u> day of April, 1987, by and between Barbara A. Rubin, hereinafter referred to as "Wite", party of the first part, and Gilbert L. Rubin, hereinafter referred to as "Husband", party of the second part.

EXPLANATION

The parties hereto are Husband and Wife and they were married by a religious ceremony performed in Saltimore, Maryland, on September 5, 1969.

As a result of their marriage, three (3) children were born to them, namely, Marti Lynne, who was own october 2, 1971, Max andrew, who was born October 4, 1975 and Mark Allen, who was born October 4, 1975... At the time of the signing of this Agreement, both parties hereto are residents of Carroll County, State of Maryland. The parties on or about November 2, 1986 did agree to mutually and voluntarily separate and to live separate and apart in separate places of abode without any conspitation from that day forward, with the intention of terminating their marriage, and since that date they have continued to do so. Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Separation Agreement to formalize their voluntary separation; to settle their respective

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26. VOLUNTARINESS: Each of the parties declares that ne or she has fully informed the other party as to his or her financial and other circumstances. Each party hereto declares that he or sne fully understands the facts and all his or her legal rights and liavilities; that each believes this Agreement to be fair, just and reasonable, and that each has signed it reely and voluntarily without relying upon any representations other than those expressly set forth herein. The Husband has been represented by Joseph H. Kouse, Esquire, 7433 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland, 21061, during the negotiations, preparation and execution of this Separation Agreement and the Wife was been represented by Marc G. Rasinsky, Esquire, 127 East Main Street, Box 525, Westminster, Maryland 21157.

27. IN WITNESS WHEREOF the parties have set their hands and seals and initialed each page of five counterparts or this Separation Agreement, each of which will constitute an original, the date first above written.

Tamela Moats Witness

AAR SA

800K 33 PAGE 152

STATE OF MARYLAND,

COUNTY, to wit:

I HEREBY CERTIFY, That on this 215 day of ARIL 1987, before me, a Notary Public of the State of Maryland, personally appeared Barbara A. Rubin, who made oath in due form of law that the matters and facts contained in the aforegoing Separation Agreement, eitner as recitals or as agreements, are true and correct to the best of her personal knowledge, information and belief, and she acknowledged the Same to be her act.

As Witness my Hand and Notarial Seal.

My Commission Expires:

STATE OF MARYLAND, ANNE ARTICLE COUNTY, to wit:

I HEREBY CERTIFY, That on this 14th day of Capil 1987, before me, a Notary Public of the State of Maryland, personally appeared bilbert L. Rubin, who made oath in due form of law that the matters and facts contained in the atoregoing Separation Agreement, eitner as recitals or as agreements, are true and correct to the best of his personal knowledge, information and belief, and he acknowledged the same to be nis act.

As Witness my Hand and Notarial Seal.



860K 33 PAGE 163

MOLLIE VIRGINIA COLVILLE : IN THE

Plaintiff : CIRCUIT COURT

vs. : FOR

JOHN WAYNE COLVILLE : CARROLL COUNTY

Defendant : CASE NO. CV4809

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 3 day of Embruary,

1988, that the Plaintiff, MOLLIE VIRGINIA COLVILLE, be and she
is hereby ABSOLUTELY DIVORCED from her husband, the Defendant,

JOHN WAYNE COLVILLE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, JOSEPH KEITH COLVILLE (born January 30, 1983) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Twenty-Five Dollars (\$25.00) per week as child support, said payments to be made through the Bureau of Support Enforcement, Carroll County Department of Social Services, 95 Carroll Street, Westminster, Maryland 2:157, all of which is subject to the further Order of this Court and

tool nown 3, 1987

800K 33 PACE 164

subject to the following provisions of law:

- (1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;
- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 7, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Sule K. Tomy JUDGE

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THIS AGREEMENT, is made this ______day of ______, 1987, by and between JOHN WAYNE COLVILLE, of Baltimore County, Maryland, herein called "Husband", and MOLLIE VIRGINIA COLVILLE, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on May 16, 1981, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about September 26, 1986, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

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CHILDREN

That the care, custody and control of the child born of this marriage, namely, JOSEPH KEITH COLVILLE, born January 30, 1983, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of \$25.00 per week for the support and maintenance of the child for each week the child is in the custody of wife, until the child reaches the age of 18 years, marries, becomes self-supporting or dies, whichever shall first occur.

It is agreed by and between the parties that wife will maintain her existing health insurance policy for the benefit of the minor child until the child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

Husband and wife agree that wife shall be entitled to claim the child as her dependent for Federal and State income tax purposes.

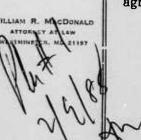
AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

WILLIAM R. MACDONALI ATTORNEY AT LAW WESTMINSTER, MD 21157

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That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

Husband shall receive as his sole and separate property, his 1983, Chevrolet 4x4 truck. Husband will make all reasonable efforts to have wife's name deleted from the Equitable Trust Loan on his vehicle. He shall also pay when due, assume full liability on and save wife harmless on account of this loan on said vehicle.

Wife will receive as her sole and separate property the following motor vehicles:

- A. 1985, Dodge Aries K motor vehicle;
- B. 1980, Chevrolet Chevette;
- C. 1979, Chevrolet Malibu.

Wife agrees to make all reasonable efforts to have husband's name removed from to Mercantile Bank Loan on the 1985, Dodge Aries K.

She shall also pay when due, assume full liability on and save husband harmless on account of the loan on the 1985, Dodge motor vehicle.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

WILLIAM R. MACDONALD ATTORNEY AT LAW WESTMINSTEIL, MD 21157 BOOK 33 PAGE 168

Both parties agree to file joint Federal and State Income Tax

Returns for every year they are permitted to do so under law and each

party will share any refund obtained therefrom based on each's pro-rata

share of taxes due and owing.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

The parties agree that husband shall pay when due, assume full liability on and save wife harmless on account of the following debts of husband and/or wife;

- A. Household Finance Corporation in the approximate amount of \$2,800.00;
 - B. Citibank Visa account in the approximate amount of \$1,500.00;
- C. Note to Equitable Bank representing the amount borrowed to purchase husband's 1983, Chevrolet 4x4 truck in the approximate amount of \$5,500.00.

Wife agrees to pay when due, assume full liability on and save husband harmless on account of the following debts of husband and/or wife;

- A. Chase Visa account in the approximate amount of \$900.00;
- B. United Virginia Bank Visa account in the approximate amount of \$2,600.00;

ATTORNEY AT LAW
WESTMINSTER, MD 21157

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· CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

ATTORNEY AT LAW WESTMINSTER, MD 21157 BOOK 33 PAGE 172

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and apppoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the convenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. Except for child custody, support and visitation this Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel or having had the opportunity to seek the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees,

WILLIAM R. MACDONALD
ATTORNEY AT LAW
WESTMINSTER, MD 21157

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distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

STATE OF MARYLAND) COUNTY OF CARROLL)

I HEREBY CERTIFY that on this day of lucyler, 1987, the above-named JOHN WAYNE COLVILLE personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public My Commission Expires:

July 1, 1990

STATE OF MARYLAND) COUNTY OF CARROLL)

I HEREBY CERTIFY that on this day of leave the day of appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires:

July 1, 1990

WILLIAM R. MACDONAL ATTORNEY AT LAW WESTMINSTER, MD 21157

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JOHN M. SUSKI

IN THE

Plaintiff

CIRCUIT COURT

JOAN HELEN LUSCO SUSKI

FOR CARROLL COUNTY

Defendant

CASE NO. CV4858

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 3 RP day of February 1988, that the Plaintiff, JOHN M. SUSKI, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JOAN HELEN LUSCO SUSKI; and

IT IS FURTHER ORDERED, that the custody of the minor children of the parties, namely, KIMBERLY JOHANNA SUSKI (born March 20, 1976) and CHRISTOPHER JOHN SUSKI (born June 10, 1980) be and the same is hereby declared to be joint with physical dustody in the Defendant and with reasonable rights of visitation reserved unto the Plaintiff, all subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay to the Defendant as child support the sum of Sixty Dollars (60.00) per week, per child subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the

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or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other.

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any grounds of divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

Custody and Visitation. The parties hereto will have joint custody of their minor children, who shall primarily reside with the Wife. While said children resides with the Wife, the non-custodial parent shall have the right to visit with them and have them visit with him at all reasonable times upon notice, including but not limited to two weekends per month, alternating holidays and two weeks vacation per year.

<u>Visitation.</u> It is the intention of the parties that the Husband shall have full and liberal rights of visitation so that as close as a relationship as possible shall be maintained between him and the children. In order to avoid unnecessary confusion or misunderstanding and to provide some stability for the children, the parties will make a good faith effort to arrange visitation on a pre-arranged schedule and to abide by that schedule. The parties recognize that these visitation provisions are intended to be in the best interest of the children, and that circumstances due require changes and adjustments in the pre-arranged visitation schedule from time to time. To that end, Husband and Wife agree

LAW OFFICES
I.EONARD & KNIGHT
SUITE 318
34 MARKET PLACE
BALTIMORE, MARYLAND

21202

(301) 727-6633

BOOK 33 PAGE 178

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to maintain flexibility and good faith in effectuating visitation rights of husband and to make such adjustments as are necessary from time to time as required by either of their schedules in order to comply with the spirit and intent of this visitation provision. Each party agrees to give reasonable notice to the other when a change in the visitation schedule becomes necessary. Wife agree to make every effort to comply with the requested visitation unless she or the children have already made alter native and conflicting plans for the requested time, in which case the parties will attempt, in good faith, to mutually agree on substitute time. If either party plans to take the children out of the geographic metropolitan area or any other geographic area of the children's then residence for longer than one week, the other party shall be notified in advance and supplied with a telephone number where the children can be reached.

Child Support. The Husband shall pay to the Wife as a contribution toward the support of their minor children the sum of Sixty Dollars (\$60.00) per week per child until said children shall be deemed emancipated, as herein defined. For purposes of this Agreement, said children shall be deemed emancipated upon death, marriage, ceasing to be domiciled with the Wife, or attaining the age of 18 years, whichever shall first occur.

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SUITE 318
34 MARKET PLACE
BALTIMORE, MARYLAND
21202

(301) 727-6633

Husband agrees to pay the Catholic School tuition for two years from the date of the signing of this Agreement for the minor children of the parties.

Waiver of Alimony. In consideration of the provisions con-

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and agree that each shall pay his or her own attorney's fees and court costs arising out of this Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

Mutual Release. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action (including any rights or claims which may now or hereafter exist with respect to the Annotated Code of Maryland, Family Law, \$ 8-201 through 8-213, which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successors or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right (including any rights or claims which may now or hereafter exist with respect to the Annotated Code of Maryland, Family Law, \$8-201 through 8-213), title, claim or interest direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and

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widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

Further Assurance. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or to execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

Incorporation in Decree. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is

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WAIVER OF ALIMONY

(8) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

MEDICAL EXPENSES FOR WIFE

(9) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

(10) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

DEBTS

(11) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other,

BOOK 33 PAGE 220

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any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

WAIVER OF RIGHTS

(12) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

- 7 -

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this day of , 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRENDA LEE REED, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission Expires 7/1/90

830K 33 PAGE 225

It is further ORDERED that the Defendant be and she is hereby charged generally for the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto except for the provision as to custody of the minor child, visitation and child support, dated March 10, 1987 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rule K. Burns.

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this day of , 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRENDA LEE REED, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

800A 33 PAJE 224

GEORGE STAVROPULOS

In the

Plaintiff

Circuit Court

vs

for

JOAN M. STAVROPULOS

Carroll County

Defendant

Case No. CV 4545

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 8 day of manch Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, George Stavropulos, be and he is hereby granted an Absolute Divorce from the Defendant, Joan M. Stavropulos; and

It is further ADJUDGED and ORDERED that the Plaintiff, George Stavropulos, be and he is hereby awarded the guardianship and custody of Nicholas Stavropulos, the minor child of the parties hereto, with the right unto the Defendant, Joan M. Stavropulos, to have visitation with said child every Saturday from 9:00 A.M. to 6:00 P.M. beginning Saturday, February 20, 1988, for a period of 45 days, subject to the restriction that visitation be supervised by an adult for the first three Saturdays; and after the 45 day period, visits shall be every other week-end from 6:00 P.M. Friday to 6:00 P.M. Sunday; every other holiday beginning with Easter, 1988; and one week during the summer; and at such other times as agreed upon by the parties; and that the time frame for the holidays and the one week during the summer shall be agreed upon by the parties; all subject, however, to the continuing jurisdiction of this Court; and

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It is further ORDERED that the Defendant be and she is hereby charged generally for the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto except for the provision as to custody of the minor child, visitation and child support, dated March 10, 1987 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rule K. Burns.

BOOK 33 PAGE 226

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 10th day of ________,

1987, by and between Joan M. Stravopolus of Westminster, Carroll

County, Maryland, hereinafter referred to as "Wife", and George

Stravopolus of Westminster, Carroll County, Maryland, hereinafter

referred to as "Husband".

The parties hereto were married by a civil ceremony on April 14, 1983 in Carroll County, Maryland. There was one child born to the parties during their marital union, to wit: Nicholas Stravopolus, born October 9, 1986.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

ITEM ONE: The parties hereto did voluntarily and mutually

PI. E ... t No. _______

modification except as to the issues of child support, child visitation and child custody.

ITEM TEN: The parties have divided all items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of personalty now in the possession of Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

<u>ITEM ELEVEN</u>: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: The parties agree that the child of the parties shall be in their joint custody with the primary residence of said child to be with wife; with the right of Husband to have visitation with said child at reasonable times under proper circumstances. The parties agree that they will confer with each other on the important decisions affecting their child and his well-being and, except in empergency situations, will not make important decisions effecting their child and his well-being individually to the exclusion of the other.

The parties agree that Husband will pay Thirty Dollars per week per child unto Wife as a contribution towards the care, support and maintenance of the minor child. Husband's obligation regarding the support of the minor child shall continue until the first to occur of the following events with respect to the child: (1) the death of the child; (2) the death of Husband; (3) the child attaining the age of eighteen (18) years; or (4) the child becoming self-supporting.

ITEM THIRTEEN: The parties hereto declare that they fully

BOOK 33 PAGE 232

understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel or having been advised of his or her right to seek the advice of independent counsel with respect thereto, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and any persons claiming by or through them or any of them.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

Liva Pickett Joan M. Stavepulos (SEAL)
JOAN M. STRAVOPOLUS

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 10th day of 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared JOAN M. STRAVOPOLUS personally known or made known to me to be the Wife who executed the foregoing instrument, and made r oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same

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for the purposes named therein.

WITNESS my hand and seal.

Lisa Pickett Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 10th day of March, 1987, before me, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE STRAVOPOLUS personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.

Ling Policy Public

My Commission Expires: $\frac{7}{1}\frac{90}{90}$

800K 33 PAGE 234

TAMMY L. GRAVES Plaintiff

In the

Circuit Court

for

RICHARD D. GRAVES

Carroll County

Defendant

Case No. CV 4738

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 8 day of Manch, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Tammy L. Graves, be and she is hereby granted an Absolute Divorce from the Defendant, Richard D. Graves; and

It is further ADJUDGED and ORDERED that the Plaintiff, Tammy I. Graves, be and she is hereby awarded the guardianship and custody of Valerie Lynn Graves, the minor child of the parties hereto, with the right unto the Defendant, Richard D. Graves, to visit said child at reasonable times and under proper circumstances; all subjecte, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay unto Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of \$25.00 per week, toward the support of the minor child of the parties, subject to the further Order of this Court, accounting from Monday, February 22, 1988; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement, except as to the provision

for child support, by and between the parties hereto, dated April 5, 1985 and filed in this cause of action, be and it is hereby approved and made a part hereto as if fully set forth herein; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Luke K. Burns Judge

800K 33 FACE 236

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this <u>5</u> day of <u>April</u>, 1985, by and between TAMMY L. GRAVES, of Carroll County, Maryland, hereinafter referred to as "Wife", and RICHARD D. GRAVES, of Baltimore County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a civil ceremony on February 3, 1984, in Carroll County, Maryland. There was one child born to the parties during their marital union, to wit: Valarie Lynn Graves, born August 7, 1984.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

ITEM ONE: The parties hereto did voluntarily and mutually separate on December 27, 1984, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any

Pl. Emilit No. _ 1

Home, including, but not limited to, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at anytime, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

8. PERSONAL PROPERTY.

- A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.
- B. Prior to the execution of this Agreement, the parties divided their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her

Page 6 of 13

800K 33 PAGE 276

sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

C. Husband shall retain as his sole and separate property, free from all claims of Wife, the 1977 Ford Country Squire Station Wagon. Said automobile may be subject to a loan. Husband hereby agrees to assume sole responsibility to pay said loan, and Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. To effectuate the purpose of this paragraph, Wife shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the registration of said automobile in the Husband's name alone.

9. DEBTS.

Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her

Page 7 of 13

1985, before me the subscriber, a Notary Public of the State and ounty aforesaid, personally appeared, Marion Ciekot, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my band and Notarial Seal.

Devise M. Tarleton

My commission expires on July 1, 1986

C.T. Baltiman

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 31 day of 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Alexandria Ciekot, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Phyllis Elick NOTARY PUBLIC

My commission expires on July 1, 1986.

200K 33 PAUE 348

DANTE ALMONTE

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOI

NORINA GRANDINETTI

CARROLL COUNTY

Defendant

CASE NO. CV5335

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30 day of March, 1988, that the Plaintiff, DANTE LOUIS ALMONTE, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, NORINA MARY GRANDINETTI; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 11, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, NORINA MARY GRANDINETTI; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rule K. Bums. J. JUDGE

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800K 33 PAGE 349

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this It day of AUGUST, 1987, by and between Norina Grandinetti(Wife) and Dante Almonte(Husband)

EXPLANATORY STATEMENT

The parties were married on August 4, 1983 in Baltimore County, Maryland.

Differences have arisen between the parties and they are now and have been since Feb. 1, 1987 living separate and apart from one another, voluntarily and by mutal consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS

Except as otherwise provided herein, each of the parties, for himself or herself and his or her own respective heirs, personal representatives and assigns, grants, remises and releases to the other,

ANOK 33 PAGE 350

any and all rights or interest which he now has or may hereafter aquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically includ ing all claims, demands, and interests arising under Chapter 794, (1978) Laws of MD or its replacement, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case may be free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, the parties release and discharge each other, absolutely and forever, for the rest of their lives from any and all claims and demands past, present and future, for alimony and support, both pendente lite and permanent.

4. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. Except as otherwise stated, the parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any auto-

800K 33 PAGE 375

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 26 day of 1986, by and between ADRIENNE M. BARNES, of Westminster, Carroll County, State of Maryland, hereinafter referred to as "Wife," and GILBERT F. BARNES, of Westminster, Carroll County, State of Maryland, hereinafter referred to as "Husband."

WHEREAS, the parties hereto are now Husband and Wife, having been legally married by a religious ceremony in Carroll County, on October 24, 1980, and whereas, certain irreconcilable differences have arisen between the said parties for which reason they have now voluntarily consented and agreed to separate and no longer reside together as Husband and Wife, effective the date hereof, and contemplate that they will separate in the immediate future, and

whereas, the parties intend and contemplate that their separation shall be permanent in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings except as herein otherwise provided, and the relinquishment of all right, interest and claims which one party might otherwise have upon the property of the other.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them separately and jointly and of their respective incomes, obliga-

Pt. Exhibit No. 4

BOOK 33 PAGE 376

tions and needs, and after due consideration, do freely, finally and voluntarily covenant and agree as follows:

of the clothing, personal effects and personal property of whatever description now in the possession of either Husband or Wife shall be the respective property of each, individually, free and clear of any claim of the other. All real property or other personal property or vehicles bearing evidence of title in the name of one of the parties only shall be his or her sole and separate property.

SECOND: Each party does hereby agree to release and discharge the other from any and all obligations of further support other than provided herein, and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges, or liabilities for which he or she may be liable hereafter contracted by the other, it being the intention hereof that both parties hereby expressly forever waive any present or future claim he or she may have against the other for alimony, or alimony pendente lite.

THIRD: All property individually owned by either party whether real, personal, or mixed, of any kind, character or description, or which in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his

County aforesaid, personally appeared GILBERT F. BARNES, known to me to be one of the parties to the foregoing Agreement, and acknowledged the same to be his act and deed and further affirmed under penalty of perjury that the facts stated herein are true to the best of his knowledge, belief and understanding.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: July 1, 1990



600K 33 PAUE 382

ANGELA FAY FOSTER

GARY BRUCE FOSTER

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

Defendant

CARROLL COUNTY
CASE NO. CV5391

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30 day of March, 1988, that the Plaintiff, ANGELA FAY FOSTER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GARY BRUCE FOSTER; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated January 29, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, ANGELA FAY LYNN; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

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Luk K. Bumo.

TUDGE

- 7 -

AND PROPERTY SETTLEMENT AGREEMENT

WITNESSETH, that whereas the parties hereto are now Husband and Wife, having been legally married by a religious ceremony in Taneytown, Carroll County, Maryland on August 16, 1980, and,

WHEREAS, certain irreconcilable differences have arisen between the parties hereto for which they have mutually and voluntarily consented to live and remain separate and apart, and have lived separate and apart since November 21, 1986, and further that there is no reasonable hope or expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other, in separate places of abode, during their natural lives.

WHEREAS, the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, and to that end this Agreement is executed and delivered.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties do hereby fully and voluntarily agree as follows:

1. That the parties agree that they have voluntarily agreed to live separate and apart and have in fact separated on November 21, 1986 and that separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

Each party hereto shall be free to go his or her own way respectively as fully and to the same extent as if they had never been married to each other.

2. That there were no children born as the result of the marriage between the parties hereto.

3. That each party especially stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings in order to obtain a Decree of Divorce; and it is hereby expressly

800K 33 PAGE 384

agreed that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees and costs incurred in connection therewith, and does hereby release the other from any charge or liability from his or her counsel fees and/or costs.

4. All tangible personal property located at the Husband's residence shall be and remain the sole and exclusive property of the Husband,

residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband.

6. With respect to the 1975 Chevrolet Monza automobile and the Motorcycle presently titled in the Husband's name only, those two vehicles shall be and remain the sole and exclusive property of the Husband, free and clear of any claim of the Wife.

7. With respect to the 1985 Chevrolet Spectrum automobile presently titled in the Wife's name only, that vehicle shall be and remain the sole and exclusive property of the Wife, free and clear of any claim or interpret of the Musband. Wife agrees to assume responsibility for the payment of said that against him as the result of said phligation.

8. Except as otherwise provided in this Agreement, each party shall retain as his or her sole and separate property any motor vehicle, stocks, bonds, or other securities, savings and checking accounts, certificates of deposit, money market funds, pensions, profit sharing plans, individual retirement accounts, deferred compensation of any kind and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

9. Each party hereby waives any and all claims which they may have past, present and future to alimony, support and maintenance, both pendente lite and permanent.

10. The Husband does hereby agree and covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by the

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Husband.

The Wife does hereby agree and covenant not to contract debts, charges or liabilities for which the Husband may be liable, and at all times to keep the Husband free, harmless and indemnified from any and and all debts, charges or liabilities heretofore and hereafter contracted by the Wife.

11. Subject only to any provisions herein contained to the contrary, the Musband and Wife hereby release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they pre-decease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution or enjoyment of the property or the estate of the other, real, personal or mixed, whether now owned or hereafter acquired by them and whether arising out of the said marriage relationship or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were not ever married.

and controlled by the Laws of the State of Maryland, and in the event that any of the provisions of this Voluntary Separation and Property Settlement Agreement shall be found to be unenforceable or against the public policy, said finding shall not affect the validity of the other provisions of the Agreement and said provisions shall continue in full force and effect.

i3. The parties hereto shall, upon request execute such other and further assurances hereof as may be necessary to carry out the pur-

(3)

800K 33 HAVE 386

poses of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation of reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annullment shall take place only after being reduced to writing, signed sealed, witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties hereto as the result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

14. Except as otherwise provided herein, each of the parties hereto, himself or herself and his or her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

she has freely and voluntarily entered into this Agreement, without relying upon any representations other than those expressly set forth herein. Each has had independent legal advice concerning this Voluntary Separation and Property Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

declare that he or she fully understands the terms and provisions of the Agreement, that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto and each party recognizes that all of the terms of this Agreement are written herein and that no other terms of any agreement shall be binding upon the parties except as hereinbefore stated.

And further, that each of the parties hereto does

16. This Agreement shall endure and be binding upon the heirs, devisees, legatees, and personal representatives and assigns of the parties hereto.

(4)

IN WITNESS WHEREOF , the parties hereto have set their hands and seals to two (2) counterparts of this agreement, each of which shall constitute an original, this 5 day of November 1986.

33 TATE 392

STATE OF MARYLAND

)SS:

COUNTY OF MONIGOMERY

I HEREBY CERTIFY that on this 5 day of November, 1987, before me, a Notary Public, in and for the State aforesaid, County of Montgonery , personally appeared MICHAEL ANDREW BICE, and made oath in due form of law under penalties of perjury that the matters and facts with respect to the voluntary separation as set forth in the aforegoing agreement are true and correct as therein stated and acknowledged said agreement to be his voluntary act.

My commission expires:

NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

STATE OF MARYLAND

)ss: COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 5 day of November , 1987, before me, a Notary Public, in and for the State aforesaid, County of , personally appeared LAUREN RAE BICE, and made oath Montgomery in due form of law under penalties of perjury that the matters and facts with respect to the voluntary separation as therein tated and acknowledged said agreement to be his voluntary act.

My commission expires:

JUANITA ODEN

MOTARY PUBLIC STATE OF MARYLAND

My Commission Expires July 1, 1990

X IV. MISCELLANEOUS

- A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purpose of this Agreement.
- B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Ch. 794 (1978) Laws of Md., including but not limited to any claim to use and possession of the family home, it any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.
- C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.
- Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party had the opportunity to seek counsel of his or her own selection in the negotiation and execution of this Agreement.
 - E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.
 - F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of

800K 33 PAGE 428

this Agreement shall be vali	d unless made in writing and signed
by the parties.	a diress made in writing and signed
	its and promises, the parties hereto
severally bind themselves r	heir heirs, personal representatives
and assigns.	merr herrs, personal representatives
set their hands and soals th	said parties hereto have hereunder
and sears (in	e day and year first above written.
JAN Mhelyt	Robert Lawrence Maseria
•	ROBERT L. MARTIN
. (
AH, con SOI	$m:\Omega:$
WITNESS	- Of bela Tourse of printSEAL)
"THESS	MOLLIE LOUISE MARTIN
STATE OF MARYLAND, COUNTY OF	Cavroll , TO WIT:
I HEREBY CERTIFY that or	n this 2 8 day of August
19 ₈₄ , the above named R	OREDT I MADTIN
appeared before me and made	oath in due form of law that the matters
and facts set forth in the fo	oregoing Agreement with respect to the
voluntary separation of the	parties are true and correct as therein
stated and acknowledged that	the said Asset the and correct as therein
and deed and that he has full	the said Agreement is in fact his act
WITNESS my hand and Notar	cial Coal
	lar seal.
My Commission Expires:	ZH / MULLUI
7-1-86	DOTARY PUBLIC
	Ostant robbie
STATE OF MARYLAND, COUNTY OF	BALTIMORE , TO WIT:
	this 2814 day of August 1984
19 84, the above named MOLLIE	LOUISE MADTIN
appeared before me and made o	personally ,personally
ti made u	
and facts set forth in the fo	oath in due form of law that the matters
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and facts set forth in the fo voluntary separation of the past stated and acknowledged that and deed and that she has ful	regoing Agreement with respect to the arties are true and correct as therein the said Agreement is in fact her act. l understanding thereof.

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this John day of Ochsbur,

1984, by and between MICHAEL ALBERT OZMINSKI, hereinafter

referred to as "Husband", and WANDA JEAN OZMINSKI, hereinafter

referred to as "Wife":

WITNESSETH:

WHEREAS the parties hereto are now Husband and Wife having been legally married by a religious ceremony on the 22nd day of August, 1981 in the State of Maryland, County of Carroll.

WHEREAS as a result of the said marriage, there was one child born, namely: Ian Michael Ozminski, born October 17, 1982.

WHEREAS certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 25th day of May, 1984 and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, including but not limited to the equitable division of assets and the provision of support and maintenance of the minor child of the parties and to settle other rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered.

NOW THEREFORE in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the

1/12/26 M*/18/8 800x 33 PAGE 432

ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them, separately and jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and have separated on the 25th day of May, 1984, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the other's authority.

Nothing contained in this Agreement, or in the separation of the parties as a result of this Agreement, shall be construed as a waiver by either of the parties for any grounds of divorce which either of them may now have or hereafter have against the other, the same hereby being expressly reserved.

Each party especially stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a Decree of divorce; and it is hereby expressly agreed that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel

Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 442 Oldsmobile and Ford Pickup truck, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. Husband shall pay the cost, if any, for the transfer of title.

OUTSTANDING INDEBTEDNESS

Husband agrees to assume all responsibility for the obligations set forth below and to indemnify the Wife from any and all liability including attorney's fees and costs in connection therewith:

Community National Bank Adams County Eank Sears

MISCELLANEOUS PROVISIONS

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, that in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all of the terms

BOOK 33 PAGE 436

thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

Execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annullment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties as a result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, in his or her name, place and stead, to execute, acknowledge and deliver according to Law, such other and further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

The parties further agree as follows:

(a) Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be

SCHEDULE A

CHINA
CHRYSTAL
SMALL KITCHEN APPLIANCES & COOKING UTENSILS
19 INCH BLACK AND WHITE TV
HOUSE PLANTS
CUSHIONED ROCKING CHAIR
BENTWOOD ROCKING CHAIR
HIGH BACK GREEN CHAIR
1 END TABLE
STEREO SHELF
DRESSER
NIGHT STAND
SON'S BEDROOM FURNITURE - BUNK BEDS AND DRESSER
PERSONAL BELONGINGS
SON'S PERSONAL BELONGINGS

BOOK 33 PAGE 442

KATHRYN ANN ROPER : In the

Plaintiff : Circuit Court

vs : for

CHRISTOPHER JOSEPH ROPER :

Defendant :

Carroll County
Case No. CV 4804

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this day of day of day of Morelland, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Kathryn Ann Roper, be and she is hereby granted an Absolute Divorce from the Defendant, Christopher Joseph Roper; and

It is further ADJUDGED and ORDERED that the name of the Plaintiff, Kathryn Ann Roper, be and the same is hereby changed to Kathryn Ann Hiscock, her maiden name before her marriage to the Defendant, Christopher Jospeh Roper; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

APR 11 4 25 FM '86

600K 33 PAGE 459

WILLIAM L. BLUBAUGH : IN THE

Plaintiff : CIRCUIT COURT

vs. : FOR

LINDA M. BLUBAUGH : CARROLL COUNTY

Defendant : CASE NO. CV5451

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this Had day of April, 1988, that the Plaintiff, WILLIAM L. BLUBAUGH, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, LINDA M. BLUBAUGH; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, HEATHER NICOLE BLUBAUGH (born February 15, 1984) be joint with physical custody of said child with the Defendant with reasonable rights of visitation on the part of the Plaintiff, all subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay to the Defendant as child support the sum of Two Hundred Dollars (\$200.00) per month, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

filed April 14,1988

800K 33 PAGE 460

- (2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated December 29, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rutek Burn JUDGE

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 26th day of march, 1986, by and between Gary S. Meadows (Husband) and Linda D. Meadows, (Wife).

WITNESSETH:

WHEREAS, the parties legally married on January 13, 1980 in Baltimore County, Maryland;

WHEREAS, irreconcilable differences have arisen between the parties and they are now and have been since August 31, 1986 living separate and apart from one another, voluntarily and by mutual consent, in separate abodes, without cohabitation, with the purpose and intent of ending their marriage;

WHEREAS, no issue was born as a result of the marrige and none is expected;

WHEREAS, without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to formalize their voluntary separation and to adjust and settle all questions pertaining to their respective rights in the property or estate of the other, in any property owned by them jointly or as tenants by the entireties, in marital property, for spousal support, counsel fees and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and

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- 1 -

BOOK 33 PAUE 490

mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof:

PERSONAL PROPERTY DIVISION

The parties acknowledge and declare that, prior to the execution of this Agreement, they have divided all of their personal property to their mutual satisfaction. The parties agree that all tangible personal property and household chattels presently located at wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Wife shall have sole right, title and interest in the 1986 Chevrolet Cavalier, and Husband agrees to execute any documents to transfer his interest in this vehicle to his Wife within a reasonable time after he is permitted to do so under the General Motors employee purchase plan. Husband shall retain sole right, title and interest in the 1985 truck, 1978 Camaro, two motorcycles, and the U.S. Savings Bonds, and Wife agrees to sign any documents necessary to transfer any title or interest she may have in these items. Henceforth each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description, whether real

him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

B. The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, either temporary or permanent, shall in no way affect the provisions of this Agreement having to do with the settlement and disposition of their property rights in their respective realty and personalty, unless a new Agreement is entered into in writing mutually revoking and rescinding this Agreement and entering into a new one.

TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1986 and for any subsequent year during which they shall be Husband and Wife and entitled to file joint returns, only if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making

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whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and any refunds; and each party will save and hold the other party harmless from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions.

DEBTS

- A. The parties represent to each other that there are no outstanding bills or debts of each or both of them except as listed in the attached Schedule A. The outstanding bills or debts or debts shall be paid by the party assuming responsibility therefor as noted on the attached Schedule A. Each party shall hold harmless and indemnify the other, against any and all liability in connection with each of said bills and debts as he or she is obligated to pay hereunder.
- B. From and after the date of this Agreement, the parties covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other nor will they incur any liability on behalf of the other or make any charge against any account on which the other is liable, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

BOOK 33 FASE 501

I HEREBY CERTIFY that on this 25 th day of March 1988, the above-named, Gary S. Meadows, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties is true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof. AS WITNESS my hand and Notarial Seal.

My Commission expires: July 1990

My Commission expires: July 1990

800K 33 FASE 502

SCHEDULE A--DEBTS

The parties agree that they have the following debts:

- 1. GMAC loan for 1985 GM truck; and
- 2. GMAC loan for 1986 Chevrolet Cavalier.

Husband agrees to make the monthly payments on both of these loans and shall indemnify Wife from any liability for these debts. Wife agrees to pay the full amount of the car insurance for the 1986 Chevrolet Cavalier, and shall reimburse Husband for any and all amounts he pays for insurance on this vehicle on her behalf.

- 13 -

- 14 -

800K 33 PAGE 515

10. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce with the exception that Husband shall pay to Wife simultaneously with the execution of this Agreement the total sum of Four Hundred Fifty-Nine Dollars and 30/100 (\$459.30) representing reimbursement to Wife of a portion of her counsel fees to date. Simultaneously with the execution of this Agreement Husband shall also pay to Wife the total sum of Seventy Dollars (\$70.00) representing reimbursement to Wife of the filing fee for her Complaint For Absolute Divorce or Limited Divorce which she has previously filed in the Circuit Court for Carroll County, Maryland. Husband shall also pay, as they become due, all court costs, including any Master's fee, incident to either party being granted a divorce.

However, in the event Wife is required to retain counsel and/or file suit to enforce any of the terms of this Agreement as a result of Husband's failure to comply with such terms, then Wife shall be entitled to receive payment from Husband as a reimbursement for her reasonable attorney's fees. Court costs, including Master's fees, in any action occasioned by Husband's failure to abide by the terms of this Agreement shall also be paid by Husband.

11. ACKNOWLEDGEMENT OF WIFE'S COUNSEL

Husband hereby acknowledges that he is aware that Keith D. Saylor, Esquire, prepared this Agreement as counsel for Wife alone, and that said attorney has not and does not represent

800K 33 PAGE 516

him and that he has made no representation to him other than by these presents advising him that he should have independent counsel of his own choosing and that Keith D. Saylor, Esquire is counsel for Wife alone.

12. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

13. MISCELLANEOUS

- A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.
- B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann., Sections 8-201 through 8-213, as from time to time amended, including, but not

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

Juditha Gist Michelle C. Redmond (SEAL)

MICHELLE E. REDMOND

KENNETH J. REDMOND

(SEAL)

COUNTY OF Carroll

I HEREBY CERTIFY that on this 1/14 day of Actober, 1986, the above-named MICHELLE E. REDMOND personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires: 7-1-90

STATE OF MARYLAND) COUNTY OF CARPOLL)

I HEREBY CERTIFY that on this 16 day of Cotales, 1986, the above-named KENNETH J. REDMOND personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the BOOK 33 PAGE 520

voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

My Commission Expires: July 1990

880A 33 FASE 521

RAYMOND STERLING FEESER : In the

Plaintiff : Circuit Court

vs : for

SHARI MICHELE FEESER : Carroll County

Defendant : Case No. CV 2608

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this **20** day of **April**,
Nineteen Hundred and Eighty-eight, that the above-named Plaintiff,
Raymond Sterling Feeser, be and he is hereby granted an Absolute
Divorce from the Defendant, Shari Michele Feeser; and

It is further ADJUDGED and ORDERED that the Defendant, Shari Michele Feeser, be and she is hereby awarded the guardianship and custody of Brian Keith Feeser, the minor child of the parties hereto, with the right unto the Plaintiff, Raymond Sterling Feeser, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Plaintiff pay direct unto Defendant the sum of \$30.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

Tilled April 20, 1988

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It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Lule K. Burno.

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

That the care, custody and control of the child born of this marriage, namely, DANIEL BRYAN ALBAUGH, JR., born September 24, 1985, shall be with the parties jointly. Said child will reside primarily with the wife, subject to reasonable rights of visitation to husband. Said visitation will include, but not be limited to, every other weekend, one-half (1/2) of the major holidays (said holidays to be alternated every other year), and two weeks during the summer.

The parties further agree that all significant decisions concerning the child's health, safety, education, discipline and general well being shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the minor child and both parents shall participate as much as possible in making all significant decisions in the areas specifically set forth herein (except in the event of emergencies). Decisions with respect to these matters shall not be made in such a manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the

BOOK 33 PAGE 530

other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of Twenty-Five Dollars (\$25.00) each week for the support and maintenance of said child, said amount of support to be increased to Thirty Dollars (\$30.00) per week as of January, 1988, for each week the child is in the custody of wife until said child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

The parties further agree that husband will provide medical insurance coverage for the benefit of the minor child of the parties. Each party will assume full responsibility for one-half (1/2) of the cost of any uninsured medical expenses.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and

800K 33 PAGE 531

assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

HEALTH INSURANCE

Husband specifically waives the right to obtain health insurance benefits on his behalf through the wife or wife's employer. Husband specifically waives his rights to make any claims under the provisions of Public Law 99-272, Title X, regarding his right to obtain insurance through wife's employer. Additionally, husband waives any right to make a claim for health insurance benefits as a result of wife's employment or through wife's employer as provided for by any existing or future law promulgated by the State of Maryland. Husband will assume full responsibility for obtaining his own medical insurance and for the payment of all medical bills incurred on his behalf.

Wife specifically waives the right to obtain health insurance benefits on her behalf through the husband or husband's employer. Wife specifically waives her rights to make any claims under the provisions of Public Law 99-272, Title X, regarding her right to obtain insurance through husband's employer. Additionally, wife waives any right to make a claim for health insurance

BOOK 33 PAGE 532

benefits as a result of husband's employment or through husband's employer as provided for by any existing or future law promulgated by the State of Maryland. Wife will assume full responsibility for obtaining her own medical insurance and for the payment of all medical bills incurred on her behalf.

SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators

separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Rublic My Commission Expires: 7/1/90

STATE OF MARYLAND)

OUNTY OF CARROLL)

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/90

800K 33 AME 538

ROBERT JOHN SCHADT

IN THE

Plaintiff

CIRCUIT COURT

vs.

ŀ

GERALYNN MARIE SCHADT

Defendant

CARROLL COUNTY

CASE NO. CV4734

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 26 day of April, 1988, that the Plaintiff, ROBERT JOHN SCHADT, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, GERALYNN MARIE SCHADT; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 17, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant the sum of Two Thousand Four Hundred Dollars (\$2,400.00) and that an irrevocable wage attachment is hereby made in favor of the Defendant in said amount, the same to be filed with Petlin Hotels, 537 Warrenton Road, Falmouth, Virginia 22405, all of which is in accordance with the "Consent To Irrevocable Wage Attachment" filed as Plaintiff's Exhibit No. 2; and

-10-

809K 33 FAGE 541

of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

That no children were born to husband and wife as a result of this marriage.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporane ously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign

-2-

800K 33 PAGE 542

unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

It is agreed by and between the parties that husband will pay wife the sum of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) as an equitable adjustment for any claim wife may have in personal property held by husband. The parties acknowledge that the husband has already paid the sum of Two Hundred Dollars (\$200.00) towards this obligation, so that there is now due and owing the sum of Two Thousand Fifty Dollars (\$2,050.00).

HEALTH INSURANCE

Husband specifically waives the right to obtain health insurance benefits on his behalf through the wife or wife's employer. Husband specifically waives his rights to make any claims under the provisions of Public Law 99-272, Title X, regarding his right to obtain insurance through wife's employer. Additionally, husband waives any right to make a claim for health insurance benefits as a result of wife's employment or through wife's employer as provided for by any existing or future law promulgated by the State of Maryland. Husband will assume full responsibility for obtaining his own medical insurance and for the payment of all medical bills incurred on his behalf.

Wife specifically waives the right to obtain health insurance benefits on her behalf through the husband or husband's employer. Wife specifically waives her rights to make any claims under the provisions of Public Law 99-272, Title X, regarding her right to obtain insurance through husband's employer. Additionally, wife waives any right to make a claim for health insurance

890K 33 PAGE 605

the following provisions of law:

- (1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;
- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 1, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's Fee in the amount of Seventy-Two Dollars (\$72.00).

Lake K. Bumo. J. JUDGE

RACK 33 PAGE 606

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this <u>/S/</u> day of <u>PSeptember</u>, 1986, by and between PATRICIA ANN DANIELS, hereinafter referred to as "Wife," and GREGORY LAWRENCE DANIELS, hereinafter referred to as "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on April 27, 1974, in Baltimore City, Maryland. One child was born to them as a result of their marriage, namely, Kristen Marie Daniels, born September 2, 1982. In addition, the Wife's son from a previous marriage, Jon Gregory Daniels, born December 30, 1971, was adopted by Husband. Both children are hereinafter referred to collectively as "children". Differences have arisen between the parties and they are now and have been since <u>September</u> 15t, 1986, living separate and apart. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of the minor children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties

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It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated February 15, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Jule K. Burn Judge

EXHIBIT A

BOOK 33 PAGE 620

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on September 10, 1977, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about January 31, 1987, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

PL Echibic No. 1

this Agreement freely and voluntarily, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, that their respective personal representatives, heirs, legatees, devises, distributees, and assigns all persons claiming by or through them or any of them.

WITNESS the hands and seals of the parties hereto the date and year first above written.

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HENRY & HALLEDAN IN

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Madeline 4. Holfred (SEAL MADELINE F. HALLFORD

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY, that on this 24th day of _________, 1987, before me, the subscriber, a Notary Public, as of the County and State aforesaid, personally appeared Wibbian G. HALLFORD, JR., one the parties to the aforegoing Agreement, and he acknowledged the same to be his act; and he also made oath in due form of law that the matters and facts set forth herein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC
My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF CARROLL, TO WIT:

I HEREBY CERTIFY, that on this Detection of the County and State aforesaid, before the subscriber, a Notary Public, as of the County and State aforesaid, personally appeared MADELINE F. HALLFORD, one of the parties to the aforegoing Agreement, and she acknowledged the same to be her act; and she also made oath in due form of law that the matters and facts set forth therein with respect to the voluntary and mutual separation of the parties is true and correct.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 7/1/90

LAW OFFICE OF



800X 33 PAGE 640

BLANCHE E. KAIER : IN THE

Plaintiff : CIRCUIT COURT

vs. : FOR

JOHN D. KAIER : CARROLL COUNTY

Defendant

JUDGMENT OF ABSOLUTE DIVORCE

: Case No.: CV0229 1/229

This case being called for trial on January 25, 1988, testimony having been taken and arguments of counsel being heard, it is this ________, 1988;

ORDERED, that the Plaintiff, Blanche E. Kaier, is hereby granted a Judgment of Absolute Divorce from the Defendant, John D. Kaier; and by agreement and consent of the parties, it is further;

ORDERED, that Blanche E. Kaier and John D. Kaier be and they are hereby denied alimony by reason of their express waiver thereof, and it is further;

ORDERED, that John D. Kaier is in arrearages of the payments due under the previous Order of this Court dated February 14, 1986 the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, said arrearages to be paid by the Defendant to the Plaintiff at time of the sale of their real property known as 5606 Elele Court, Sykesville, Maryland 21784. It is further,

ORDERED, that Judgment be entered against the Defendant, John D. Kaier in favor of the Plaintiff, Blanche ECA Kaier in the sum of Ten Thousand (\$10,000.00) Dollars as a marital award, said Judgment to be paid at the time of the sale of the real property known as 5606 Elele Court, Sykesville, Maryland 21784. It is

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STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

AS WITNESS, my hand and notarial seal.



otary Public-Commission expires 7/1/9

396X 33 AME 836

KATHLEEN WEAVER : IN THE

Plaintiff : CIRCUIT COURT

vs. : FOR

KEVIN LAWRENCE WEAVER : CARROLL COUNTY

Defendant

JUDGMENT OF DIVORCE

CASE NO. 4938

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this /8 day of , , 1988, that the Plaintiff, KATHLEEN WEAVER, be and she is hereby granted a LIMITED DIVORCE from her husband, the Defendant, KEVIN LAWRENCE WEAVER; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, ANGELA NICOLE WEAVER (born September 8, 1986) be and the same is hereby awarded to the Plaintiff, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay the sum of Forty Dollars (\$40.00) per week, for the support and maintenance of said minor child pursuant to a Consent Order entered into by the Defendant dated March 29, 1988, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

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800x 33 PAGE 837

Defendant shall be subject to earnings withholding;

- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the aforesaid support and maintenance be paid to the Bureau of Support Enforcement, P.O. Box 800, Westminster, Maryland 21157; and

IT IS FURTHER ORDERED, that any open costs in this matter be and they are hereby waived.

Rule K. Burno Judge

806K 33 PAGE 838

KAREN LYNN WINDSOR IN THE Plaintiff CIRCUIT COURT VS. FOR STEPHEN RAY WINDSOR CARROLL COUNTY Case No. CV3432

ORDER

THIS cause standing ready for hearing and being presented by the parties, the proceedings having been read and considered by this Court,

WHEREUPON, it is ORDERED, this 23 day of MAY, 1988, by the Circuit Court for Carroll County, that the plaintiff, KAREN LYNN WINDSOR, be and is hereby granted an Absolute Divorce from the Defendant, STEPHEN RAY WINDSOR, and it is further

ORDERED, that the custody of the minor child of the parties, JENNIFER LYNN WINDSOR, born on August 11, 1984, be and is hereby awarded to the Plaintiff, KAREN LYNN WINDSOR; and

IT IS FURTHER ORDERED, that the Defendant, STEPHEN RAY WINDSOR, shall pay child support in the amount of Eighty Dollars (\$80.00) every two weeks to the Plaintiff, KAREN LYNN WINDSOR, through the Carroll County Bureau of Support Enforcement; and

IT IS FURTHER ORDERED that all provisions of support contained herein are subject to the further Order of this Court and subject to the following provisions of law:

- (1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;
 - (2) The Defendant is required to notify the Court

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500K 33 PAVE 849

ROBERT PAGANO

IN THE

Plaintiff

Defendant

CIRCUIT COURT

vs.

FOR

BONNIE L. PAGANO

CARROLL COUNTY

.

CASE NO. CV5047

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28 day of May, 1988, that the Plaintiff, ROBERT VINCENT PAGANO, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, BONNIE LAURA PAGANO; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, KARA BROOKE PAGANO (born March 21, 1981) and JACLYN LAURA PAGANO (born July 23, 1984) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said children at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant, as child support, the sum of Fifty Dollars (\$50.00) per week, per child, which payments are subject to the further Order of this Court and subject to the following provisions of law:

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- (1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;
- (2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars. (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated November 21, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

JUDGE SUDGE

LOUIS JOSEPH MATASSA * IN THE

PLAINTIFF * CIRCUIT COURT

VS * FOR

LAURA ANN MATASSA * CARROLL COUNTY

DEFENDANT * CIVIL CASE NO. 3969

MEMORANDUM OPINION AND ORDER

The parties were before the Court on the Plaintiff and Counter-Defendant's Amended Complaint for Absolute Divorce and the Defendant and Counter-Plaintiff's Counter Complaint for Absolute Divorce. Trial was held on March 3, 1988. Testimony was taken and evidence was submitted. The Court held the matter sub-curia.

At issue is the validity of a Marital Settlement
Agreement between the parties dated July 26, 1984. On September
17, 1987, the Plaintiff, Louis Joseph Matassa (Husband), filed an
Amended Complaint for Absolute Divorce on the basis of a two year
separation and prayed that this Court "incorporate the terms of
the Marital Settlement Agreement between the parties into its
Judgment."

In her Answer to the Complaint and in her Countercomplaint for Absolute Divorce, the Defendant, Laura Ann

BOOK 33 FACE 894

Matassa (Wife), attacked the validity of the Agreement and prayed "that the Voluntary Separation and Property Settlement Agreement in this matter be stricken and set aside as if it not existed" and "that the Deed conveying 2550 Deer Park Road, Finksburg, Carroll County, Maryland from Louis Joseph Matassa and Laura Ann Matassa as tenants by the entireties to Louis Joseph Matassa be stricken and set aside as if it not existed." The Wife also prayed that she be granted an Absolute Divorce on the basis of a voluntary separation, that the Court determine which property is marital property, that the Court determine the value of the marital property, that the Court order a division in kind or a sale of all personal and real property jointly owned, that the Court make a monetary award to the Wife after adjusting the parties' rights in the marital property, that the monetary award be reduced to judgment in favor of the Wife, and that the Wife be awarded costs and expenses that include attorney's fees.

The Wife seeks to have the marital separation agreement set aside because, she alleges, she executed the agreement under undue persuasion, coercion and duress; that the agreement was patently unfair and disparate on its face and therefore unconscionable; that the agreement lacked adequate consideration; that the agreement was procured by fraud; that the agreement was completed by mistake; and that there was a confidential relationship between the parties which was marked by her trust and confidence in her husband that he would act in her best interests and which he breached. The Husband denies his wife's allegations and seeks to have the agreement enforced. He further

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 231d day of January 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mary Catherine Starr Metcalf, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

My commission expires: 7-1-90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 12th day of January 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Douglas Boyd Metcalf, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.

Notary Public

My commission expires: 7-1-90

38 PAGE 1042

SALVATORE AVERSANO

Plaintiff

Circuit Court

for

In the

ANNA M. AVERSANO

Carroll County

Defendant

Case No. CV 5433

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 3 day of JONE Nineteen Hundred and Eighty-eight, that the above-named Plaintiff, Salvatore Aversano, be and he is hereby granted an Absolute Divorce from the Defendant, Anna M. Aversano; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

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be deemed to prevent either of the parties from maintaining a suit for absolute divorce against the other in any jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any such suit. However, in the event any such action is instituted, each party shall be bound by all the terms of this Agreement. It is therefore intended that the provisions of this Agreement shall not be merged in any decree of absolute divorce, but shall in all respects survive the same and be forever binding upon the parties.

- 4. CHILD CUSTODY AND SUPPORT: Wife shall have the care and custody of the minor children of the parties with the right and privilege unto the Husband to visit with and have said children with him at all reasonable times including every other weekend, alternate holidays throughout the year, and three consecutive weeks during the summer during which time Wife would have visitation every other weekend.
- pay to Wife for the support and maintenance of the minor children the sum of One hundred and fifty dollars (\$150.00) per month per child to be paid commencing on the date of this agreement and terminating when the children attain the age of eighteen (18), become emancipated, die or marry, whichever event shall first occur. When each child attains

BOOK 34 PAGE 8

the age of eighteen (18) the total child support (four hundred and fifty dollars) per month shall be reduced by 20% until all three children attain the age of eighteen (18), die, marry or are emancipated at which time child support shall terminate.

- PERSONAL PROPERTY: Wife shall retain as her own the following: The 1984 Ford Tempo and All of the personal property and personal possessions located in the family home with the exception of the items set forth herein. Husband shall retain as his own the following: All of the personal property and possessions in his possession at this time and from the family home the pool table, file cabinet and beverage glasses located in the basement and the 1979 Toyota Corolla. On one occassion within thirty (30) days of the date of this Agreement, he may look in the home for the coffee urns and may take them if he finds them. Each party shall have, own, and enjoy independent of any claim or right of the other party, all items of personalty, chattels, and chooses in action held by each of them individually, or in their respective possession or control including all wearing apparel and personal ornaments, and voluntarily and finally renounce all claim and interest in any personal belongings of the other, as per the terms of this Agreement, at the time of the execution hereof and at any time
 - 7. REAL PROPERTY The parties hereto acknowledge

that they are the owners, as tenants by the entirety, of certain real property known as 7541 John Picket Road, Woodbine, Maryland, 21797.

- A. Husband shall sign over to Wife any and all interest he presently has in the family home at the time of the signing of this agreement.
- B. Husband has cooperated and will continue to cooperate in the refinancing in the mortgage on the family home. Husband will not require Wife to take his name off the mortgage on the family home. Wife shall be fully responsible for any and all payments associated with the family home including the mortgage balance, taxes, insurance, utilities, and repairs arising out of or in connection with the property. Wife shall be entitled to full tax advantage for any payments she makes should the parties file a separate tax return. Wife will indemnify and hold husband harmless from any responsibility for any payment associated with the family home.
- 8. DEBTS AND OBLIGATIONS: As to the obligations of the parties, Wife shall pay the following: any and all outstanding bills in her individual name. Husband shall pay the following: any and all outstanding bills in the joint names of the parties prior to October 1, 1985, including the debt on the 1984 Ford Tempo automobile and the home improvement loan. Each party shall be fully responsible

BOOK 34 PAGE 10

for the complete payment and discharge of said debt and obligation. Further, each party shall indemnify and hold the other party harmless from any liability or responsibility for the payment and discharge of such debts and obligations. From this date forward neither party shall pledge the credit of the other. Both parties agree that there are no joint obligations or debts outstanding and that from this date forward, neither party shall pledge the credit of the other nor contract for the purchase of any goods and/or services in the name of the other nor chargeable to the other. It is agreed that the party incuring such debts or obligations shall be solely responsible.

- 9. ATTORNEY'S FRES: Each party has been represented by counsel of his or her choosing during the negotiation and execution of this Agreement. Bach party shall be solely responsible for his or her attorney's fees for past rendered services and in connection with any future litigation for divorce between the parties. Provided, however, that should either party breach the terms of this Agreement, he or she shall be responsible for the reasonable attorney fees and costs of the other in any litigation or arbitration which results from the aforementioned breach.
- 10. TAX RETURNS: In the future and so long as the parties are husband and wife, they may file joint income tax returns at their joint and mutual option. As long as

event shall first occur, and the child support shall cease when MICHAEL LINDSAY attains the age of eighteen, becomes emancipated, dies or marries, whichever event shall first occur.

2. All other terms of the Voluntary Separation and Property Settlement Agreement dated May 19, 1987, remain in full force and effect.

MISCELLANEOUS PROVISIONS:

- A). This Agreement shall be offered in evidence in any action for divorce and at the instance of either party may be incorporated by reference in any such decree that may be granted. Notwithstanding such incorporation, this Agreement shall not be merged in the Decree but shall survive the same and shall be binding and conclusive on the parties for all times.
- B). Each party hereto declares that he or she has had independent legal advise by counsel or the opportunity to obtain the same; that each has been fully informed of the advisability of obtaining independent legal counsel; that each believes this Agreement to be fair and reasonable; and that each acknowledges that he or she signs the Agreement freely and voluntarily and not as result of any fraud, duress or undue influence exercised by any person. Each party further agrees that this Agreement constitutes the entire understanding between the parties and that there are no representations, promises, warranties, covenants or undertakings other than those expressly set forth herein. Each party

BOOK 34 PAGE 18

has fully disclosed the nature and extent of his or her real and personal property and interests and sources of income.

C). This Agreement shall be executed in triplicate and each of the copies shall be deemed an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the said parties have executed and acknowledged this Agreement the day and year first above written. .

WITNESSES:

STATE OF MARYLAND, COUNTY OF BAHIMORE to wit:

I hereby certify that on this 120 DAY OF Jonuary, 1987, before me, the subscriber, a Notary public of the State of Maryland, in and for the County aforesaid, personally appeared SANDRA WHITMORE, who made oath in due form of law that all the matters and facts set forth in the aforegoing ADDENDUM are true and correct as therein stated and acknowledged the aforegoing Agreement in writing to be her voluntary act and deed.

Witness my hand and notarial seal.

My Commission Expires:

7-1-90

Notary Public

800K 34 PAGE 21

DARA GONZALES, born August 10, 1971, and that the said child will live with the Defendant, HAZEL MONTEZ GONZALES. The Plaintiff, NICK GONZALES, JR., will have reasonable rights of visitation with the said child;

- directly to the Defendant child support for the said Minor Child in the amount of Twenty Dollars (\$20.00) per week; however, after the marital home located at 4735 Poole Road, Sykesville, Maryland, has been sold, the said child support will increase to Thirty Dollars (\$30.00) per week. During the periods of time when the Minor Child is living with the Defendant, the Plaintiff shall pay child support to the Defendant; however, at such times when the child is living with the Plaintiff, NICK GONZALES, JR., there will be no child support owed or paid by the Plaintiff to the Defendant;
- 4. IT IS FURTHER ORDERED, that the marital home located at 4735 Poole Road, Sykesville, Maryland, is to be listed for sale

800K 34 PAGE 22

by both parties within ninety (90) days from April 8, 1988;

- carpeting and painting in the marital home, and that at settlement on the said home, he will receive a credit of one-half (1/2) of those amounts from the Defendant, that is to say, from her share of the proceeds of sale. Other than that credit to the Plaintiff, and a lump sum payment which is to be made by the Plaintiff to the Defendant from the proceeds of sale, it is the intention of the parties that they will divide the proceeds from the sale of the marital home equally;
- 6. IT IS FURTHER ORDERED, and agreed by the Plaintiff that he shall waive any credits he might have been able to seek for one-half of the mortgage payments and any other payments toward the marital home since the separation of the parties;
- 7. IT IS FURTHER ORDERED, that no right to alimony shall accrue unto either of the parties hereto, by virtue of their express waiver thereof;

800K 34 PAGE 107

out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

14. The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

15. This Agreement contains the final and entire undertanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

witness Shirley G. CUTLIP (SEAL)

MICHAEL L. CUTLIP (SEAL)

BOOK 34 PAGE 108

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 3rd day of March, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SHIRLEY G. CUTLIP, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

Witness my hand and Notarial Seal.

My Commission Expires: 7/1/90

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 22 day of Feb. 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MICHAEL L. CUTLIP, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/40

BCCK 34 PAGE 225

satisfactorily proven) to be the person whose name is subscribed to the aforegoing Marital Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that she executed the same for the purposes therein contained.

As witness my hand and Notarial Seal.

Mediana L)M' Keake NOTARY PUBLIC

My Commission Expires: 7-1-90

BOOK 34 MAUE 226

MICHAEL A. COAN : In the

Plaintiff : Circuit Court

vs : for

ANNA E. COAN : Carroll County

Defendant : Case No. CV 5360

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this _______, day of ________, Nineteen Hudnred and Eighty-eight, that the above-named Plaintiff, Michael A. Coan, be and he is hereby granted an Absolute Divorce from the Defendant, Anna E. Coan; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

Viled July 7,1988

- 9 -

participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were not married.

This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

Husband and Wife agree that the provisions of this
Voluntary Separation and Property Settlement Agreement, are not
subject to any Court modifications, with the exception of child
support, custody and visitation provisions contained herein.

In the event that any of the provisions of this

Agreement shall be found to be unenforceable or against public

policy, said finding shall not affect the validity of the other

provisions of this Agreement and said provisions shall continue

in full force and effect.

BOOK 34 PAGE 236

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

This Agreement is executed in four identical, original counterparts, each of which is complete in itself and may be introduced in evidence, proved, recorded, and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

This Agreement shall endure to and be binding on the heirs, devisees, legatees, personal representatives and assigns of the parties hereto.

WITNESS the hands and seals of the parties. WITNESS:

Merica M. Historian Grand Stanley Lothern Joseph STANLEY LATHAM

LACRETIA LATHAM

LACRETIA LATHAM

BOOK 34 PAGE 238

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 1 th day of 120 miles 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Joseph Stanely Latham, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

Menise 11. Tarleton

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 9th day of Jaman, 1985, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, Lacretia Latham, and made oath in due form of law that the matters and facts set forth in the aforegoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

BRUCE A. KENT
Notary Public
State of Maryland, Balto. County Commission Expires July 1, 1981.

My commission expires on July 1 1986.

10

800x 34 PAUE 245

JUNE E. BLACK : In the

Plaintiff : Circuit Court

vs : for

DAVID E. BLACK : Carroll County

Defendant : Case No. CV 5677

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this _____ day of duly
Nineteen Hundred and Eighty-eight, that the above-named Plaintiff,
June E. Black, be and she is hereby granted an Absolute Divorce
from the Defendant, David E. Black; and

It is further ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated April 30, 1987 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Jule K. Bunj Judge

fd. July 5, 1988

BOOK 34 PAGE 246

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 200 day of Nineteen Hundred and Eighty-Seven, by and between DAVID EUGENE BLACK, whose present mailing address is 3061 Forest Street, Manchester, Maryland 21102, hereinafter called "Husband", and JUNE ESTER BLACK, whose present mailing address is 3057 Forest Street, Manchester, Maryland 21102, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 8th day of October, 1955.

The parties have mutually agreed to voluntarily separate and did so on March 3, 1987, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on March 3, 1987.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party

J.B.

P. Exmost No. ___

800K 34 PAGE 321

minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that the name of the Plaintiff, Rebecca W. Sparks-Zinnert, be and the same is hereby changed to Rebecca Winona Sparks, her maiden name before her marriage to the Defendant;

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Jule K. Bm Jyage

BOOK 34 PAGE 322

. VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this Zand day of Jedouse, 1988, by REBECCA W. SPARKS-ZINNERT (hereinafter called "Wife") and KEVIN JOSEPH ZINNERT (hereinafter called "Husband"), WITNESSETH:

WHEREAS, the parties were married on September 24, 1983, by a religious ceremony in Frederick County, Maryland; and

WHEREAS, one child has been born to the parties as a result of their marriage, namely, LAUREEN ASHLEY ZINNERT, born October 13, 1984; and

WHEREAS, differences have arisen between the parties and they are now and have been since September 6, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, for the purpose of ending their marriage; and

WHEREAS, the parties deem it advisable by this Agreement to formalize their voluntary separation, to define their property rights and obligations as respects each other, and to provide for the custody, support and education of their minor child, and to settle all issues of alimony, counsel fees and other matters arising out of their marital relationship;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

- l. The parties shall continue to live separate and apart without cohabitation.
- 2. Neither party shall molest or annoy the other, or in any way interfere with the right of the other to live an independent life, as fully as if the other party were unmarried.

. . . No. 1

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated May 11, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the name of the Defendant, Kathy D. Hall, be and the same is hereby changed to Kathy Darlene Patrick, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rule K. Burns Judge

800X 34 PAUE 382

VOLUNTARY SEPARATION AND PROPERTY

SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 11th day of MAY 1987, by and between KATHY D. HALL, hereinafter referred to as "Wife," and JOHN L. HALL, SR., hereinafter referred to as "Husband."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on July 15, 1967, in Baltimore County, Maryland. Two children were born to them as a result of their marriage, namely, JOHN L. HALL, JR., born September 23, 1974 and SHANNON M. HALL, born December 8, 1975, hereinafter referred to as "the children."

Differences have arisen between the parties and they are now living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE: In consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. Separation and Noninterference. The parties having heretofor mutually agreed to separate and voluntarily live separate and apart in separate places of abode, without any cohabitation, do hereby expressly agree to continue to do so. Each

PI. E. wat No. 1

plan, or both.

(9) any award of alimony and any award or other provision that the court has made with respect to family use personal property or the family home; and (10) any other factor that the court considers necessary or appropriate to consider in order to arrive at a fair and equitable monetary award or transfer of an interest in the pension, retirement, profit sharing, or deferred compensation

As Maryland remains an "equitable distribution" State in these matters, the Court is not required to order an equal division of marital property. Deering v. Deering, 292 Md. 115 (1981). However, after considering the factors above, such a division appears appropriate in this case. The evidence indicates that Plaintiff put considerable effort into sustaining the 23 year marriage, and contributed equally to its prior success. Additionally, during the course of the marriage, Defendant progressed in a career in which he now earns in excess of \$35,000.00 per year, while Plaintifff's occupational future and opportunity for career advancement will be limited. The Court will therefore grant the Plaintiff a monetary award in the amount of one-half the value of marital property now in possession of Defendant, off-set by one-half the value of marital property now in her possession (\$41,182.18 minus \$1,589.50), or \$39,592.68.

Similarly, the Court finds that Plaintiff is entitled to a one-half interest in Defendant's pension. However, Deering v. Deering, supra, notes that Section 8-205 "does not contemplate a decretal award which is so harsh as to force a wage earner spouse to liquidate his or her pension interest to satisfy it. Id. at

BOOK 34 PAGE 400

131. To avoid such an inequity, the Court will make Plaintiff's award payable as and when Defendant receives his pension payments, an option Deering clearly allows and one dictated by the circumstances. The Court will provide for this award in a forthcoming Qualified Domestic Relations Order which will supplement the Order issued today.

Plaintiff asks the Court to order Defendant to contribute to the payment of her attorney's fees, now totaling \$9,625.65. In Miller v. Miller, 70 Md. App. 1 (1987), the Court ruled:

In divorce proceedings, ordinarily counsel fees and costs are to be awarded after the Court has considered: "the financial resources and financial needs of both parties; and whether there was substantial justification for prosecuting or defending the proceeding." See Maryland Family Law Code Annotated, Section 11-110(c). Id. at 11.

After reviewing Family Law Article, Section 11-110, and the economic facts both Plaintiff and Defendant face, the Court finds an award of fees to Plaintiff is inappropriate.

Finally, since the July hearing, the parties have agreed that Plaintiff will pay to Defendant \$25.00 per week child support. Accordingly, that stipulation shall be incorporated into the Court's Order.

Therefore, it is this ______ day of October, 1988, by the Circuit Court for Carroll County,

ORDERED that judgment be and is hereby entered in favor of Plaintiff in the amount of \$39,592.68, said figure

800X 34 PAUE 403

REYNOLD R. GROVE

IN THE

Plaintiff

CIRCUIT COURT

vs.

MARGARET E. GROVE

CARROLL COUNTY

Defendant

CASE NO. CV4541

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 2 day of August , 1988, that the Plaintiff, REYNOLD R. GROVE, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, MARGARET E. GROVE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely LUCINDA SUE GROVE (born February 4, 1974) and DAVID EDWARD GROVE (born March 23, 1975) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby charged generally to contribute to the support of said minor children; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Liked August 3, 1988

BOCK 34 PAGE 404

DONNA SUE AMOSS

IN THE

Plaintiff

CIRCUIT COURT

Vs.

FOR

GARY LEE AMOSS

CARROLL COUNTY

Defendant

Case No. CV 5283

· JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for Hearing and sumbitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this and day of Dugost, Nineteen Hundred and Eighty-eight, that the above named Plaintiff, DONNA SUE AMOSS, be and she is hereby granted an Absolute Divorce from the Defendant, GARY LEE AMOSS; and

It is further ADJUDGED and ORDERED that the Plaintiff, DONNA SUE AMOSS, be and she is hereby awarded the guardianship and custody of Cory M. Amoss and Asa S. Amoss, the minor children of the parties hereto, with the right unto the Defendant, GARY LEE AMOSS, to visit said children at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

direct to the Plaintiff a reasonable sum per week toward the support of the minor children of the parties, subject to the further Order of this Court; and

filed August 3, 1988

- (1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;
- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 4, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rule K. Burns.

BOOK 34 PAGE 420

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 4th day of TUNE.

1987, by and between SUZANNE LORRAINE KENNEDY ("Wife") and JAY FRANK KENNEDY ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on September 11, 1982, in Carroll County, Maryland. One child was born to them as a result of their marriage, namely, JOSEPH FRANKLIN KENNEDY, born July 15, 1985, hereinafter referred to as "Child." Differences have arisen between the parties and they are now and have been since April 4, 1987, living separate and apart from one another voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit,

- 2 -

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 26th day of april 1988, by and between NICHOLAS F. TURNER, hereinafter referred to as "Husband", and PATRICIA I. TURNER, hereinafter referred to as "Wife":

WITNESSETH:

WHEREAS the parties hereto are now Husband and Wife having been legally married by a religious ceremony on the 7th day of August, 1971, in Redbank, New Jersey.

WHEREAS as a result of the said marriage, there was one (1) child born, namely: MATTHEW WADE TURNER, born January 14, 1979.

WHEREAS certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 7th day of January, 1988, and further that there is no reasonable expectation of a reconciliation between them; and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, including but not limited to the equitable division of assets and the provision of support and maintenance of the minor child of the parties and to settle other rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered.

JOHNSON, PARKER & IIESS, P.A. ATTORNEYS AT LAW PENNSYLVANIA AVENUI JESTMINSTER, MO 21157 NOW THEREFORE in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent,

PL Extitut No.

BOOK 34 PAGE 444

value and character of the properties owned by them, separately and jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

GENERAL PROVISIONS

The parties agree that they voluntarily separated on the 7th day of January, 1988, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the other's authority.

Nothing contained in this Agreement, or in the separation of the parties as a result of this Agreement, shall be construed as a waiver by either of the parties for any grounds of divorce which either of them may now have or hereafter have against the other, the same hereby being expressly reserved.

Each party especially stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a Decree of divorce; and it is hereby expressly agreed that in the event of such proceeding or proceedings, each of the parties shall be liable solely for his or her own counsel fees incurred in connection therewith, and each does hereby release the other from any charge or liability from his or her counsel fees.

able to agree to such division. In the event that the parties are unable to agree to a division of the family use personal property in kind within thirty (30) days from the expiration of three (3) years from the date of this Order, said property shall be sold at public auction, with the net proceeds therefrom divided equally between the parties. At the expiration of the three (3) year use and possession period, the family home at 726 Holliday Lane, shall be sold. If the parties are unable to agree upon the method and manner of sale within fifteen (15) days from the expiration of the three (3) year use and possession period, the property shall be sold at public auction in lieu of partition. Gabriel J. Poggi, Esquire, and Thomas E. Webb, Esquire, are hereby appointed Trustees to make sale of the subject property. Said Trustees shall file with the Clerk of this Court, a Bond in the principal sum of One Hundred Thousand Dollars (\$100,000.00) conditioned on the faithful performance of the trust reposed in them by this Judgment.

The Trustees shall make the sale of the subject property pursuant to Subtitle BR of the Maryland Rules of Procedure as amended from time to time, and to that end they shall give notice by advertisement in a newspaper published in Carroll County at least once in each week for three (3) successive weeks, the first such publication to be not less than fifteen (15) days prior to sale and the last such publication to be not more than one (1) week prior to sale, of the time, place and terms of the sale, which shall be cash, a deposit of Ten Thousand Dollars

BOOK 34 PAGE 462

(\$10,000.00) at time of sale, balance in cash ten (10) days following ratification of sale by this Court, the credit payment to bear interest at the rate of twelve percent (12%) from the date of sale, and as soon as may be convenient after any such sale or sales, the Trustees shall return to this Court a full and particular report of the sale with an Affidavit annexed of the truth thereof and of the fairness of the sale; and on obtaining this Court's ratification of the sale; and on payment of the whole purchase money, the Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers the subject property free and clear and discharged from all claims of the parties hereto; and the Trustees shall make distribution of the money arising from said sale under the direction of this Court, after deducting the fees of the Commissioners previously appointed herein, the costs of sale and such commissions to the Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which the Trustees have discharged their trust.

It is further ORDERED that Defendant pay the monthly mortgage payment on the family home for the duration of the use and possession order.

It is further ORDERED that Plaintiff is hereby granted judgment against the Defendant in the amount of Thirty-Five Hundred Dollars (\$3,500.00) as and for a contribution to her attorney's fees incurred in connection with this matter.

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated March 21, 1988 and the Addendum thereto dated August 5, 1988 be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

LUDGE

800K 34 PAGE 506

CV 3879 Exhibit |

MARITAL SETTLEMENT AGREEMENT

of Market, 1988, by and between MARY BLISABETH ROGERS, hereinafter called "Wife", and THOMAS JAMES ROGERS, hereinafter called "Husband".

RECLIATIONS

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Hawkins County, Tennessee on January 5, 1982.

The parties have been living separate and apart since January 12, 1987. That upon the execution of this Marital Settlement Agreement, the parties recognize that their separation shall become voluntary. Thereafter the parties shall live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation as of the date of this Agreement, and to fix their respective rights with regard to custody, the support of themselves and the minor child, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. The physical separation having commenced on January 12, 1987 and the voluntary nature of the separation having commenced upon the date of execution of this Agreement by the parties.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

8/4/68

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4. PERSONAL PROPERTY

- A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.
- B. The 1986 Nissan pickup which Husband acquired prior to the parties' marriage and which is titled in Husband's name shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Husband shall assume all responsibility for payment of the debt against said vehicle, and shall indemnify and hold Wife harmless from any and all liability therefor.
- c. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

BOOK 34 PAGE 572

5. DEBTS

Wife shall execute a Confessed Judgment Promissory Note wherein she shall agree to pay to Husband the total sum of Fifteen Hundred Dollars (\$1,500.00) at zero percent (0%) interest in fifteen (15) monthly installments of One Hundred Dollars (\$100.00) each, with the first payment being due and payable on August 1, 1987. Wife shall make each of the aforesaid payments to Husband as they become due. Husband shall assume all responsibility for the current Master Card debt (approximately \$3,000,00) and shall indemnify and hold Wife harmless from any Mability therefor. Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

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BOOK 34 FALE 583

Wife hereby transfers and assigns unto the Husband all of her right, title and introst in and to the 1982 Honda

Motorcycle and 1970 Ford Maserick, and she shall execute such documents as may be necessary or proper for the issuance of a new certificates of title for said vehicles in his name alone.

Husband shall pay the cost, if any, for the transfer of title.

DISPOSITION OF REAL PROPERTY

The parties own, is tenants by the entireties, improved premises known as 2745 Manchester Road, Westminster, Maryland, ("the Home"). The Home is subject to the lien of a mortgage.

Simultaneously with the execution of this Agreement, Wife shall convey to Husband all of her right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest. Within ainety (90) days from the execution of this Agreement, Husband shall pay to the Wife the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for her interest in the property.

Husband shall be solely responsible to pay the mortgage and all other expenses of the Home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control, and all repairs and improvements. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband shall hold the Home as his sole and exclusive property, free and clear of any interest of Wife. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

BOOK 34 PAUR 584

OUTSTANDING OBLIGATIONS

Husband agrees to acsume and pay the loan through

Finance One and to indemnify the Wife from any and all liability
in connection therewith.

MISCELLANEOUS PROVISIONS

With the approval of any Court of competent iurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, that in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annullment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the

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806X 34 PAGE 593

SANDRA LEE HYMILLER

IN THE

Plaintiff

CIRCUIT COURT

HOD

DENNIS WAYNE HYMILLER

CARROLL COUNTY

Defendant

CASE NO. CV3549

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 30⁷² day of August, 1988, that the Plaintiff, SANDRA LEE HYMILLER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DENNIS WAYNE HYMILLER; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, SCOTT EDWARD HYMILLER (born April 28, 1985) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Forty-Eight Dollars (\$48.00) per week, which payments are subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

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BOOK 34 PAUE 594

Defendant shall be subject to earnings withholding;

- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 27, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Relle K. Burns.

TUDGE

CHARLES W. BATTAGLIA

IN THE

Plaintiff

Defendant

CIRCUIT COURT

vs.

FO

JOAN E. BATTAGLIA

CARROLL COUNTY

:

CASE NO. CV5485

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this day of September 1988, that the Plaintiff, CHARLES W. BATTAGLIA, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, JOAN E. BATTAGLIA; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

JUDGE



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CULT

LARRY H. SHIPLEY

CLERK

600K 34 PAGE 712

MARIA E. BENGE

WADE M. BENGE

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

Defendant

CASE NO. CV5549

CARROLL COUNTY

JUDGMENT OF DIVORCE

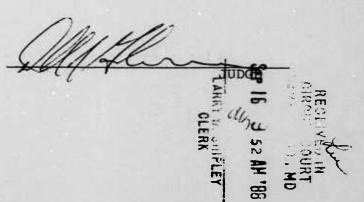
This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this day of September, 1988, that the Plaintiff, MARIA E. BENGE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WADE M. BENGE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 5, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, MARIA E. THORN; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.



600X 34 PAUE 721

DIXIE LEE RAY

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

GARRY BROWN RAY

CARROLL COUNTY

Defendant

CASE NO. CV5687

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS GRDERED, this 15 day of September, 1988, that the Plaintiff, DIXIE LEE RAY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GARRY BROWN RAY; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, GARRY BROWN RAY, JR. (born August 18, 1971) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Forty Dollars (\$40.00) per week as child support subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

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800K 34 PAGE 722

Defendant shall be subject to earnings withholding;

- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 11, 1988 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

800K 34 PAGE 727

any financial obligation which each shall incur for himself or herself.

It is understood that the parties now share a bill with Sears Roebuck and Company (Hagerstown, Maryland) in which they have agreed to split equally between themselves.

ARTICLE IX

Reservation of Grounds For Divorce

Neither party waives or condones any claim for divorce which either may have against the other, now or at anytime in the future, and each party expressly reserves the right to assert any such claim.

ARTICLE X

Counsel Fees and Court Costs

Each of the parties shall pay his or her own counsel fees incurred in connection with any future divorce proceedings pursuant to this Agreement. However, the Husband agrees to pay one-half of the legal fees for preparation of this Voluntary Separation and Property Settlement Agreement, which shall not be more than \$200.00, and all Court costs associated with any eventual divorce proceedings, which likewise shall not be more than \$200.00.

ARTICLE XI

Incorporation in Divorce Decree

With the approval of any Court of competent jurisdiction in which any divorce proceeding between the parties may be instituted at anytime in the future, this Agreement shall be incorporated in said divorce decree. In the event the Court shall fail or decline to incorporate this Agreement, or any

BOOK 34 PAGE 728

provision thereof, in said decree, then and in that event, the parties for themselves and the respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all the provisions thereof.

ARTICLE XII

Voluntary Agreement

The parties mutually agree that in entering into this
Agreement each party signs this Agreement freely and voluntarily
for the purpose and with the intent of fully settling and
determining all the respective rights and obligations growing
out of or incident to their marriage.

ARTICLE XIII

Married Name

Inc Wife desires to retain her married name of Dixie Lee Ray.

ARTICLE XIV

Full Understanding

This Agreement contains the entire understanding between the p rties. No modification or waiver of any of the terms of this agreement shall be valid unless made in writing and signed by the parties. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Thelm E Kas Dixit Lee Ray

Dixit Lee Ray

GARRY BROWN RAY

STATE OF MARYLAND, COUNTY OF Baltenge, TO WIT:

I HEREBY CERTIFY that on this // day of Library 1988, the above named DIXIE LEE RAY personally appeared before me and made oath in due form of law that the matters and facts set forth in the forecoing Agreement with respect to the voluntary separation of parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

Notary Public 6

My Commission Expires:

I HEREBY CERTIFY that on this // day of Lebeury, 1988, the above named GARRY BROWN RAY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoirg Agreement with respect to the voluntary separation of parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

Meliva E. Fax Notary Public

BOOK 34 PAGE 730

NANCY LYNN BABYLON In the Plaintiff Circuit Court for JOHN EDWARD BABYLON, JR. Carroll County Defendant Case No. CV 5845

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court: WHEREUPON IT IS ORDERED this 19th day of September, Nineteen Hundred and Eighty-eight, that the above-named Plaintiff Nancy Lynn Babylon, be and she is hereby granted an Absolute Divorce from the Defendant, John Edward Babylon, Jr.; and

It is further ADJUDGED and ORDERED that the Plaintiff, Nancy Lynn Babylon, be and she is hereby awarded the guardianship and custody of Timothy Edward Babylon, the minor child of the parties hereto, with the right unto the Defendant, John Edward Babylon, Jr., to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated June 18, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and .

It is further ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$100.00 per week, etc. pursuant to Paragraphs

iled Pept. 20, 1988

600x 34 PAGE 747

KAREN DIANE BRADLEY: In the

Plaintiff: Circuit Court

vs: for

JOHN CLAYTON BRADLEY: Carroll County

Defendant: Case No. CV 5828

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 154 day of JETTEMBER,

Nineteen Hundred and Eighty-eight, that the above-named Plaintiff,
Karen Diane Bradley, be and she is hereby granted an Absolute Divorce
from the Defendant, John Clayton Bradley; and

It is further ORDERED that the name of the Plaintiff, Karen Diane Bradley, be and the same is hereby changed to Karen Diane Horn, her maiden name before her marriage to the Defendant, John Clayton Bradley; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

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LARET W. SHIPLEY

800K 34 PAGE 748

ROSEMARY A. WIESNER : In the

Plaintiff : Circuit Court

vs : for

DONALD LEROY WIESNER : Carroll County

Defendant : Case No. CV 6004

JUDGMENT OF ABSOLUTE DIVORCE

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated May 21, 1986 and filed in this cause of action, be and it is hereby approved and incorporated into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge Judge

SEP 16 3 48 AH '86

LARR, CLERK

800K 34 PME 781

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

- (2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;
- (3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated April 5, 1985 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rule K. B. unf JUDGE

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BOOK 34 PAGE 782

CV 5604

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 5 day of APRIL

1985, by and between BEVERLY ANN (FRANCK) BUNK ("Wife") and RICHARD ALLEN BUNK
("Husband").

The parties were married by a religious ceremony on April 7, 1963, in Baltimore City, Maryland. Three children were born to them as a result of their marriage; namely, LANNETTE DENICE, born September 16, 1966; LINDA DIANE, born October 6, 1970; and RICHARD ALLEN, JR., born February 6, 1973, hereinafter referred to as "Children". Differences have arisen between the parties and they are now, as of the date of this Agreement, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and

- 2 -

16. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legates, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITHESS WHEREOF, the parties have set their hands and seals the day and date above written.

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TRACY LYAN GOONEY TONCY (SEAL

NITNESS A Will

MARK CARROLL MOONEY (SEA

STATE OF HARYLAND)

THE REPORT OF THE PROPERTY OF

TO WIT:

I HEREBY CERTIFY that on this day of Manual 1987, the above-named TRACY LYNN MCONEY, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof,

AS WITHESS my hand and Notarial Seal.

Motary Public
My Commission Expires 7/1/90

-6-

BOOK 34 PAUE 800

STATE OF MARYLAND)

COUNTY OF CERCOLL

TO WIT:

I HEREBY CERTIFY that on this Del day of <u>Actable</u>, 1987, the above-named MARK CARROLL MOONEY, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/90



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	EXHIBIT "A"

606x 34 PAGE 802

LEGRAND ROLAND GEORGE : In the
Plaintiff : Circuit Court
vs : for

DORIS JEAN GEORGE : Carroll County
Defendant : Case No. CV 5908

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 26^{TE} day of SEGTEMBEN,
Nineteen Hundred and Eighty-eight, that the above-named Plaintiff,
LeGrand Roland George, be and he is hereby granted an Absolute
Divorce from the Defendant; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated September 13, 1985 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rule K. Burns Judge

SEP 26 IL 37 AH '86

STATE OF MARYLAND)

GIT / EACTIONAGE TO WIT:

COUNTY OF CARROLL)

I HEREBY CERTIFY that on this ATH day of SEPTEMBER , 1985, the above-named DORIS JEAN GEORGE personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/86



300x 31 MAGE 810

ROBERTO RODRIGUEZ

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

DARLENE ELAINE RODRIGUEZ

CARROLL COUNTY

Defendant

: CASE NO. CV4962

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 21 day of July, 1988, that the Plaintiff, ROBERTO RODRIGUEZ, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, DARLENE ELAINE RODRIGUEZ; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 18, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Rule K. Bung

JUDGE

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VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this /8 day of legest.

1986, by and between ROBERTO RODRIGUEZ, hereinafter called "Husband", and DARLENE ELAINE RODRIGUEZ, hereinafter called "Wife".

EXPLANATORY STATEMENT

The parties were married by a Civil ceremony on February 21, 1979 in Carroll County, Maryland. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since July 4, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

. NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. <u>NON-WAIVER OF GROUNDS</u>. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

BCOK 34 PAGE 812

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him/her shall seem advisable for his/her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relation with the other, or to exert or demand any right to reside in the home of he other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agreed to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he/she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage

600x 34 MARE 821

JEAN T. DAVIS

IN THE

Plaintiff/

CIRCUIT COURT

Cross Defendant

FOR

CHARLES F. DAVIS

CARROLL COUNTY

Defendant/

MARYLAND

Cross Plaintiff

CASE NO. CV 4115

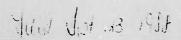
JUDGMENT OF ABSOLUTE DIVORCE

The Court having heard this case upon the Defendant/Cross Plaintiff's Cross Claim and the Answer thereto, it is this 23 day of September, 1988, by the Circuit Court for Carroll County,

ORDERED that the Defendant/Cross Plaintiff, CHARLES F. DAVIS, be and he is hereby divorced absolutely from the Plaintiff/Cross Defendant, JEAN T. DAVIS; and by agreement of the parties it is further

ORDERED that the children of the parties, BENJAMIN T. DAVIS, born August 17, 1972, and CAROLINE DAVIS, born May 25, 1976, be and they are hereby placed in the joint legal custody of CHARLES F. DAVIS and JEAN T. DAVIS, upon the conditions that:

- A. Their primary residence shall be with JEAN T. DAVIS;
- B. CHARLES F. DAVIS shall have the right to liberal visitation with the children, at least in accordance with existing practices; and
- all nonemergency decisions affecting the children's well-being; and it is further



800K 34 PAGE 822

ORDERED that CHARLES F. DAVIS shall pay unto JEAN T. DAVIS the sum of Eight Hundred Dollars (\$800.00) per month as child support for the support of the two children of the parties, said payments to begin and account from October 1, 1988; CHARLES F. DAVIS shall pay Four Hundred Dollars (\$400.00) on the first and fifteenth days of each month; and continue until at least one of the following events has occurred with respect to both children: (a) child attains age eighteen (18), (b) child dies, (c) child marries, (d) child is emancipated, (d) child's father dies; and it is further

ORDERED that

- (1) if CHARLES F. DAVIS accumulates support payments arrears amounting to more than 30 days of support, he shall be subject to earnings withholding;
- (2) CHARLES F. DAVIS is required to notify the court within 10 days of any change of address or employment so long as the support order is in effect; and
- (3) failure to comply with paragraph (2) of this subsection will subject CHARLES F. DAVIS to a penalty not to exceed \$250, and may result in his not receiving notice of proceedings for earnings withholding.

ORDERED that CHARLES F. DAVIS shall continue to provide health insurance, to the extent available to him through his employment, for each child until an event mentioned in the immediately preceding clause has occurred with respect to said child; and it is further

ORDERED that CHARLES F. DAVIS shall pay unto JEAN T. DAVIS as and for fixed and nonmodifiable alimony Twelve Hundred Dollars

set forth herein. Any alteration or change in this Agreement shall be effective only if in writing and signed by both parties.

XIV. EXECUTION IN TRIPLICATE

14.1 This Agreement shall be executed in triplicate each of which shall be deemed, when executed, an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

STATE OF MARYLAND, COUNTY OF BOLT, TO WIT:

I hereby certify that on this Jot day of Anic 1988, the above named JERRY ALAN LAATSCH personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding

HELLMAN, REDMOND & DANIELS ATTORNEYS-AT-LAW 405 ALLEGHENY AVENUE TOWSON, MD 21204 (301) 825-1099

18

BOOK 34 PAGE 1034

thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/90

Notary Public

STATE OF MARYLAND, COUNTY OF TO WIT:

I hereby certify that on this day of May 1988, the above named PATRICIA ANN LAATSCH personally appeared before me, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Occileted Notary Public

SEAL

My Commission Expires: 7/1/90 DrC/Dmtc

HELLMAN, REDMOND & DANIELS ATTORNEYS-AT-LAW 405 ALLEGHENY AVENUE (301) 825-1099

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	BOOK 34 PAGE 10	045	
STATE OF MARYLAND: CO	OUNTY OF	: TO WIT:	
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.987, the above-named, ande oath in due form of going Agreement with re	JAMES LEE STAMBAUGH, f law that the matte spect to the volunta	, personally appeared before me and ers and facts set forth in the fore ary separation of the parties are added that the said Agreement is in	e- true
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DENNIS RAY HESS

IN THE

Plaintiff

CIRCUIT COURT

vs.

FOR

BONNIE BEE HESS

CARROLL COUNTY

Defendant

CASE NO. CV5779

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this /7th day of October, 1988, that the Plaintiff, DENNIS RAY HESS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, BONNIE BEE HESS; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Ruhe K. Burns. J. JUDGE

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profession, or employment which to him or her may seem advisable.

- 3. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items of property of every kind, nature and description and wherescever situate, which are now owned or held by him or her with full power to him or her to dispose of the same as fully and effectually in all respects and for all purposes, as if he or she were unmarried. Both parties agree to execute all necessary documents to carry out the terms of this Agreement.
- 4. Each party certifies that he or she has made full and complete financial disclosure to the other and the other hereby certifies that he or she is satisfied with the accuracy thereof.
- 5. The Husband and Wife have heretofore settled all disputes as to household furnishings. They both agree that neither shall make a claim on the other as to household furnishings that they each now possess.
- 6. The Wife hereby further agrees that the Husband shall own, have and enjoy independent of any claim or right of the Wife, all wearing apparel, personal ornaments and other personal property belonging to the Husband and now in his possession, custody or control.
- 7. The Husband hereby agrees that the Wife shall own, have and enjoy independent of any claim or right of the Husband, all wearing apparel, personal ornaments and other personal property belonging to the Wife and now in her possession, custody or control.
- 8. Wife shall retain in her sole name and be solely responsible for the maintenance, use and ownership of the 1982 Chevrolet Cavalier which is in the Wife's name and is paid off. Husband shall retain for his sole use and possession the 1985 Dodge Ram vehicle. The Husband agrees to indemnify and hold harmless the Wife against any liability for payment due on the 1985 Dodge Ram vehicle.
- 9. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

Thomas J. Lee Attorney at Law

10. The Wife agrees that for and in consideration of

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the sum of Fifteen Thousand Dollars (\$15,000) representing one-half (1/2) of the equity of the parties in the marital home, she shall by such documents as may be necessary, and at the cost and expense of the Husband, including the cost of preparing said documents, the cost of recording, transfer taxes and documentary stamps, if any, convey unto the Husband all of her right, title and interest in and to the home property now owned by them as tenants by the entireties, and known as 2221 Harvest Farm Road, Sykesville, Maryland. The Husband shall assume and pay in accordance with its terms, the existing mortgage on the aforesaid home and he shall indemnify and hold harmless the Wife from any and all liability in connection with said mortgage. The Husband has at the time of this Agreement, satisfied this obligation.

- 11. Each party hereby waives and releases to the other party any and all claims, demands, debts, rights or causes of action that he or she may have against the other by reason of any matter, cause or thing whatsoever from the date of the marriage to the date of this Agreement, except as otherwise provided herein.
- 12. Each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent, inheritance, distributuions and all other rights or claims growing out of said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed and whether now or hereafter acquired, and each will, upon request of his or her spouse execute good and sufficient release of dower or curtesy to the other spouse, her or his heirs or assigns, or personal representatives or will join upon request, with the spouse or her or his assigns, in executing any deed or deeds to any real property now or hereafter acquired or owned by the other spouse, all at the expense of the spouse so requesting.
- 13. The Parties hereby waived any and all right to alimony, support and maintenance, and hereby covenant that they will not claim now or in the future, any sums of money for themselves for alimony, support and/or maintenance.
- 14. The parties covenant and agree that they shall consult with each other as to the mutually beneficial effects of filing joint federal and state tax returns for any year that they are eligible to do so. If they both agree that such action is to their mutual benefit, then they shall so file.
- 15. The parties hereto agree that each shall be responsible for his or her own attorney's fees and the Wife hereby releases the Husband from any obligation to pay any other or further counsel fees for her or on her behalf in connection with any matter or thing whatsoever.

Thomas J. Lee Attorney at Law

